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on behalf of himself and all others similarly situated

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

ARTURO CABRERA, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

RITCHIE BROS. AUCTIONEERS
(AMERICA) INC., a Washington
corporation; and Does 1 to 50, inclusive,

Defendants.

Case No. CVRI2403102

Honorable Harold W. Hopp
Department 1

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 18, 2025
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 688105906144

Complaint Filed: June 5, 2024
FAC Filed: August 12, 2024
Trial Date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On December 18, 2025, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiff Arturo Cabrera on
4 behalf of himself and all others similarly situated (“Plaintiff”). The Court has reviewed and
5 considered the Memorandum of Points and Authorities in support of the Motion, the
6 Declarations of Counsel and the exhibits in support of the Motion, including the Class Action
7 and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), attached as
8 Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement, between Plaintiff and Defendant Ritchie Bros.
10 Auctioneers (America), Inc. (“Defendant”). (Plaintiff and Defendant shall be referred to
11 collectively as the “Parties”).

12 This Order hereby incorporates by reference the definitions in the Settlement Agreement
13 as though fully set forth herein, and all terms used herein shall have the same meaning as set
14 forth in the Settlement Agreement.

15 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
16 **MAKES THE FOLLOWING FINDINGS:**

17 1. The Court finds on a preliminary basis that the proposed Settlement falls within
18 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
19 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
20 the requirements for preliminary approval, subject only to any objections that may be raised
21 before or at the Final Approval Hearing. It appears to the Court that the Settlement’s terms are
22 fair, adequate, and reasonable as to all potential Class Members when balanced against the
23 probable outcome of further litigation, given the risks relating to liability and damages. It further
24 appears that extensive investigation and research have been conducted such that counsel for the
25 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
26 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
27 as well as the delay and risks that would be presented by the further prosecution of the Action. It
28 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations

utilizing an experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Motion for Preliminary Approval and Settlement Agreement:

All persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the Class Period (the period defined as April 4, 2021, through February 27, 2025);

It shall be an opt-out class.

3. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or receive any Individual Class Payment under it (except to the extent a Class Member is an Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.

4. An objecting party is not required to appear at the Final Approval hearing or to file a notice of intention to appear at the Final Approval hearing.

5. Plaintiff has submitted to the Court a proposed Court-Approved Notice of Class Action and PAGA Settlement (the "Class Notice"). The Class Notice will be disseminated to the Class Members in English and Spanish, as confirmed by the Parties. The Class Notice (including the Request for Exclusion form and Objection form), are attached hereto as **Exhibit**

1.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. The Court hereby preliminarily approves the proposed settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

1 2. The Court conditionally certifies and approves, for settlement purposes only, the
2 Class of all persons employed by Defendant in California and classified as a non-exempt
3 employee who worked for Defendant during the Class Period (the period defined as April 4,
4 2021, through February 27, 2025);

5 3. For the purposes of this settlement, Emil Davtyan, Esq., David Yeremian, Esq.,
6 Enoch J. Kim Esq., Marta Manus Esq., and the other attorneys of D.Law, Inc. are hereby
7 appointed as Class Counsel and shall represent the Class Members in this Action. Any Class
8 Member may enter an appearance in the Action, at their own expense, either individually or
9 through counsel of their own choice; however, if they do not enter an appearance, they will be
10 represented by Class Counsel.

11 4. For the purposes of this settlement, Plaintiff Arturo Cabrera is hereby appointed
12 as the Class Representative for the Class.

13 5. The Court confirms Rust Consulting Inc. as the Administrator. The procedures
14 for paying the Administration Expenses Payment, as set forth in the Settlement Agreement, are
15 approved. Rust Consulting Inc. is directed to perform all responsibilities of the Administrator as
16 set forth in the Settlement Agreement. Once entered, Rust Consulting Inc. will also post the
17 Judgment in this matter on its website.

18 6. The Court hereby approves, as to form and content the Class Notice. The Court
19 finds that the dates and procedure for mailing and distributing the Class Notice in the manner set
20 forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice
21 practicable under the circumstances and shall constitute due and sufficient notice to all persons
22 entitled thereto.

23 7. The Court directs the mailing of the Court-approved Class Notice via First-Class
24 United States mail to the Class Members in accordance with the schedule and procedures set
25 forth in the Settlement Agreement.

26 a. Within fifteen (15) calendar days of the date of preliminary approval of this
27 Settlement, Defendant shall provide to the Administrator the Class Data; and

28 b. No later than fifteen (15) calendar days of receiving the Class Data, the

1 Administrator shall mail by First-Class United States mail the Notice to each
2 Class Member. The Administrator shall conduct a National Change of
3 Address database search before mailing and will also use the most recent
4 address available to the Administrator for mail delivery. Any returned mail
5 with a forwarding address from the U.S. Postal Service shall be promptly re-
6 mailed to the new address. The Administrator shall perform a skip trace
7 search for a new address for any returned mail without a forwarding address.

8 8. The procedures for Class Members to opt-out by submitting a Request for
9 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
10 for Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date
11 of the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar
12 days if the Class Notice is returned as undeliverable and then remailed to a correct or
13 forwarding address of a Class Member.

14 9. The procedures for Class Members to object to the Settlement, as set forth in the
15 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
16 Settlement shall be forty-five (45) days after the date of the first mailing of the Class Notices.
17 This date shall be extended by fourteen (14) calendar days if the Class Notice is returned as
18 undeliverable and then remailed to a correct or forwarding address of a Class Member. Class
19 Members may appear at the Final Approval Hearing, on their own or through a counsel retained
20 at their expense, to present their objection, whether they submitted a prior written objection as
21 provided in the Settlement Agreement.

22 10. The procedures for Class Members to dispute the number of Workweeks worked,
23 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
24 to submit a Workweek dispute shall be forty-five (45) days after the date of the first mailing of
25 the Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice
26 is returned as undeliverable and then remailed to a correct or forwarding address of a Class
27 Member.

28 11. The Court hereby preliminarily approves the definition and disposition of the

1 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court
2 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the
3 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the
4 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement
5 Amount in the total amount of \$625,000 plus the employer's share of payroll taxes due as a
6 result of this Settlement.

7 12. A Final Approval Hearing (the "Hearing") shall be held on _____,
8 at _____ a.m./p.m. in department 1 of the Superior Court for the State of California, County of
9 Sacramento, located at 4050 Main Street, Riverside, CA 92501. The purpose of such Hearing
10 will be to: (a) determine whether the proposed Settlement should be finally approved by the
11 Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's
12 request for attorneys' fees and litigation costs to be awarded; (c) determine the reasonableness
13 of the Class Representative's Service Payment requested to be awarded; and (d) order entry of
14 Judgment in the Class Action, which shall constitute a complete release and bar with respect to
15 the Released Class Claims and Released PAGA Claims.

16 13. Class Counsel shall file and serve all papers in support of the Motion for Final
17 Approval and any application for reimbursement of attorneys' fees and costs, including any
18 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the
19 Final Approval hearing.

20 14. The Administrator shall file a declaration concurrently with the filing of the
21 Motion for Final Approval, authenticating a copy of every exclusion form and every objection
22 form received by the Administrator.

23 15. The Court reserves the right to continue the date of the Final Approval Hearing
24 without further notice to the Class Members and retains jurisdiction to consider all further
25 applications arising out of or connected with the proposed Settlement. However, Class Counsel
26 or the Administrator will give notice to any objecting party of any continuance of the Final
27 Approval Hearing.

28 16. All further proceedings in this Action shall be stayed except such proceedings

1 necessary to review, approve, and implement this Settlement.

2 17. In the event: (i) the Court does not finally approve the Settlement as
3 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
4 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
5 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
6 Settlement does not become final for any other reason, the Settlement and any related Class
7 shall be null and void and any order or judgment entered by this Court in furtherance of the
8 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
9 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
10 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
11 in all respects as if no Class had been certified and the Settlement Agreement had not been
12 executed.

13 18. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
14 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
15 with the negotiation, execution or implementation of the Settlement, shall be admissible in
16 evidence for any reason except as provided in the Settlement Agreement. The Court has made
17 no findings on the merits, and the Defendant has denied the allegations in the operative
18 complaint.

19 19. The Court hereby approves the PAGA Penalties portion of the settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Arturo Cabrera v. Ritchie Bros. Auctioneers (America) Inc.
Riverside County Superior Court of California – Case No. CVRI2403102

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

*The Court has determined only that there is sufficient evidence to suggest that the proposed
settlement might be fair, adequate, and reasonable, and that any final determination of those
issues will be made at the final hearing.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Ritchie Bros. Auctioneers (America) Inc. (“Defendant” or “Ritchie Bros” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Ritchie Bros employee Arturo Cabrera (“Plaintiff”) and seeks payment of (1) failure to provide all compliant meal periods; (2) failure to authorize and permit all paid rest periods; (3) derivative failure to provide accurate itemized wage statements; (4) independent failure to provide accurate itemized wage statements; (5) derivative failure to pay all wages due upon separation of employment; (6) independent failure to pay all wages due upon separation of employment; (7) violation of Business and Professions Code section 17200 and other relief for a class of non-exempt, hourly, overtime eligible employees (“Class Members”) who worked for Ritchie Bros during the Class Period (April 4, 2021, to February 27, 2025) (“Class Members”); and (8) penalties under the California Private Attorney General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) related only to the below Released PAGA Claims for all hourly, overtime eligible employees who worked for Defendant during the PAGA Period (June 5, 2023 to February 27, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the LWDA.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less taxes and withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. (Your PAGA payment will be reported on a Form 1099). The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the completed Request for Exclusion form (enclosed herewith) or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED].	If you don't want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed Request for Exclusion form (enclosed herewith). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2025. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked three or more calendar days during the Class Period and how many PAGA Periods you worked three or more calendar days during the PAGA Period. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Ritchie Bros employee. The Action accuses Defendant of violating California labor laws by failing to provide all compliant meal periods, failing to authorize and permit all paid rest periods, failing to provide accurate itemized wage statements, failing to pay all wages due upon separation of employment, and violation of Business and Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a

claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698). Plaintiff is represented by attorneys in the Action: Emil Davtyan, Esq., David Yeremian, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq., of D.Law, Inc. (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$625,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the

Final Approval Hearing:

- A. Up to one-third of the Gross Settlement to Class Counsel for attorneys' fees (currently estimated to be \$208,333.33) and up to \$28,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,120 to the Administrator for services administering the Settlement.
- D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you

should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a completed and signed Request for Exclusion form by the _____, Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Administrator’s contact information is contained in **Section 9** of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action

including any and all claims involving any alleged: (1) Failure To Provide All Compliant Meal Periods; (2) Failure To Authorize And Permit All Paid Rest Periods; (3) Derivative Failure to Timely Furnish Accurate Itemized Wage Statements; (4) Independent Failure To Provide Accurate Itemized Wage Statements; (5) Derivative Failure To Pay All Wages Due Upon Separation Of Employment; (6) Independent Failure to Pay All Wages Due Upon Separation of Employment; (7) Violation Of Business And Professions Code sections 17200, in violation of California Labor Code sections 201, 201(a), 202, 202(a), 203, 226, 226(a), 226.7, 226.7(b), 512, 516, and applicable wage orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section J** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section J of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You can opt-out of the class portion of the Settlement by completing all of the information requested in the Request for Exclusion form that accompanies this Notice to the Administrator via fax, email, or mail. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your completed Request for Exclusion form by [DATE], or it will be invalid.** Section J of the Notice has the Administrator's contact information.

You may neither object to nor opt out of the PAGA settlement.

G. HOW DO I OBJECT TO THE SETTLEMENT?

If you wish to remain a Class Member and retain the ability to participate in any Settlement that is approved and receive a settlement payment, but you wish to object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement in writing by completing all of the information requested in the Objection Form that accompanies this notice and sending it by fax, mail, or email to the Administrator. The Objection Form must be postmarked no later than _____, Section J of the Notice has the Administrator's contact information. You, or an attorney representing you, may also appear at the Final Approval Hearing to object to the Settlement.

You may neither object to nor opt out of the PAGA settlement.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____, at _____ a.m./p.m. in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.riverside.courts.ca.gov/online-services/courtroom-livestreaming>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([url](#)) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The Class Action and PAGA Settlement Agreement ("Agreement") attached as **Exhibit 1** to the Declaration of Marta Manus in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on **XXXXXX**, 2025, sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at ([url](#)).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>) and entering the Case Number for the Action, Case No. CVRI2403102. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling (951) 777-3147.

J. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Emil Davtyan, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Email: m.manus@d.law

Settlement Administrator:

Rust Consulting, Inc.

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

K. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> or (916) 445-5361 for instructions on how to retrieve the funds.

L. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

RUST CONSULTING, INC.
P.O. Box

Must Be Postmarked
No Later Than
XXXX, 2025

REQUEST FOR EXCLUSION

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Arturo Cabrera v. Ritchie Bros. Auctioneers (America) Inc.
Case No.: CVRI2403102

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

**COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE A SETTLEMENT
PAYMENT AND BE BOUND BY THE SETTLEMENT**

Instructions

You have the right to opt-out (i.e., request exclusion) if you do not want to be part of the Class of the proposed Settlement. **If you fill out this Request for Exclusion, you (a) will not receive any money under the settlement of your claims as a Class Member; and (b) will not be bound by the terms of this Settlement (other than terms relating to the release of claims under PAGAs).**

To opt-out, you must complete, sign, and mail this Opt-Out Form by first class U.S. mail or equivalent, postage prepaid, postmarked on or before **xxxxxx xx**, 2025, addressed as follows:

MAIL TO:

Arturo Cabrera v. Ritchie Bros. Auctioneers (America) Inc.
c/o Rust Consulting, Inc.
P.O. Box
xxxxxxx

By signing this Request for Exclusion, I acknowledge that I have read the Notice of Class Action Settlement (“Class Notice”) for this case and the information in the Class Notice pertaining to my right to opt out of or object to certain portions of the proposed Settlement. I also acknowledge that I understand that **I will not receive any money** under the Settlement for my claims as a Class Member, and that I will not be bound by the terms of the Settlement, except for those terms that relate to claims for civil penalties under PAGAs. I understand that submitting this Request for Exclusion will not result in exclusion from any PAGAs settlement.

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Arturo Cabrera v. Ritchie Bros. Auctioneers (America) Inc.
Case No.: CVRI2403102

COMPLETE AND RETURN THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT IN THIS CASE.

DO NOT RETURN THIS FORM IF YOU WANT TO REQUEST EXCLUSION FROM THE SETTLEMENT.

IF YOU DO NOT HAVE ANY OBJECTIONS TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

I want to OBJECT to the Settlement in this case. My objections to the Settlement are (use additional pages if needed):

Date: _____

Printed Name: _____

Signature: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

**To be valid, this Objection Form must be COMPLETE and mailed to the Settlement Administrator at the following address: RUST CONSULTING, INC.,
XXXXXXXXXXXXXXXXXXXXXX, and postmarked no later than .**