

FILED
Superior Court of California
County of Los Angeles

05/26/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIANNE MAYOR SEPULVEDA,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

RTI SYSTEMS, INC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 24STCV22618

*Assigned for All Purposes to:
Hon. William F. Highberger
Department 10*

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

Date: May 26, 2026
Time: 1:30 p.m.
Dept: 10

1 WHEREAS, the above-entitled action is pending before this Court as a putative class and
2 representative action (the “Action”)

3 WHEREAS, Plaintiff Marianne Mayor Sepulveda (“Plaintiff”), individually and on behalf of all
4 others similarly situated has applied to this Court for an order preliminarily approving the settlement of
5 the Action in accordance with the Class Action and PAGA Settlement Agreement (the “Settlement” or
6 “Agreement”) entered into by Plaintiff and Defendant RTI Systems, Inc (“Defendant”) (Plaintiff and
7 Defendant are collectively referred to as the “Parties”) which sets forth the terms and conditions for a
8 proposed settlement; and

9 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary Approval of
10 Class Action and PAGA Settlement.

11 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
12 ADJUDGED, AND DECREED THAT:

13 1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit A
14 to the Declaration of Carolyn M. Bell in Support of Plaintiff’s Motion for Preliminary Approval of Class
15 Action and PAGA Settlement and all terms defined therein shall have the same meaning in this Order.

16 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and
17 reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and
18 reasonable when balanced against the probable outcome of further litigation relating to liability and
19 damages issues; (c) sufficient investigation and research have been conducted such that counsel for the
20 Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time
21 will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by
22 the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-
23 collusive, arms-length negotiations.

24 3. With respect to the Class and for purposes of proceeding pursuant to California Code of
25 Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a)
26 Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
27 (b) there are questions of law and fact common to the Class that predominate over any questions affecting
28 only individual Class Members; (c) Plaintiff’s claims are typical of the Class’ claims; (d) class

1 certification is a superior method for implementing the Settlement and adjudicating this Action in a fair
2 and efficient manner; (e) the Class Representative can fairly and adequately protect the Class' interests;
3 and (f) Class Counsel are qualified to serve as counsel for the Class.

4 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
5 conditionally certifies the class for settlement purposes only. The Class is defined as all persons currently or
6 formerly employed by Defendant as a non-exempt employee in California at any time from November 5,
7 2022 through October 15, 2025.

8 5. Plaintiff Marianne Mayor Sepulveda is hereby preliminarily appointed and designated, for
9 all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily
10 appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
11 behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant
12 to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class
13 Member may enter an appearance either personally or through counsel of such individual's own choosing
14 and at such individual's own expense. Any Class Member who does not enter an appearance or appear on
15 his or her own will be represented by Class Counsel.

16 6. Should, for whatever reason, the Settlement not become final, the fact that the Parties were
17 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be
18 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

19 7. The Court hereby preliminarily approves the definition and disposition of the Gross
20 Settlement Amount and the Net Settlement Amount as provided for in the Settlement, subject to modification
21 at final approval.

22 8. The Court hereby preliminarily approves the Class Counsel Fees Payment of up to one-third
23 (1/3) of the Gross Settlement Amount, a Class Counsel Litigation Expenses Payment not to exceed
24 \$20,000.00, a Class Representative Service Payment of up to \$5,000.00 to Plaintiff Marianne Mayor
25 Sepulveda, and PAGA Penalties in the amount of \$15,000.00, subject to final approval.

26 9. The Court hereby approves, as to form and content, the Class Notice, to be distributed to
27 Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form
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set forth in the Settlement, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court hereby appoints ILYM Group, Inc as the Settlement Administrator and preliminarily approves an Administrator Expenses Payment not to exceed \$6,850.00, which shall be paid from the Gross Settlement Amount. The Settlement Administrator is directed to mail or cause to be mailed the Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

11. Any Class Member may choose to opt-out of and be excluded from the Class as provided in the Class Notice. Any Class Member who submits a valid and timely Request for Exclusion will not be entitled to an Individual Class Payment, and will not be bound by the class portion of the Settlement, or have any right to object, appeal or comment thereon. Any Class Member who does not submit a valid and timely Request for Exclusion shall be a Participating Class Member and will be bound by all determinations of the Court, the Settlement, and the Final Judgment. Aggrieved Employees cannot opt-out or be excluded from the Release by Aggrieved Employees of PAGA claims. Any Request for Exclusion by a Settlement Class Member will have no effect on the PAGA portion of the settlement.

12. A Final Fairness and Approval Hearing shall be held before this Court on 10/19/26 at 11 a.m. in Department 10 of the Superior Court for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. All papers in support of final approval and related awards for fees, costs, and the Class Representative Service Payment must be filed and served at least 16 court days before the final approval hearing.

13. Any Participating Class Member who wishes to object to the Settlement must do so by following the instructions for submitting written objections that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

14. The Settlement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any

1 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a
2 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
3 concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing
4 the Settlement once it receives final approval.

5 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than
6 proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

7 16. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the
8 Class Members for all matters relating to this Action, and this Settlement, including (without limitation)
9 all matters relating to the administration, interpretation, effectuation, and/or enforcement of this
10 Settlement and this Order.

11 17. The Court reserves the right to adjourn or continue the date of any hearing and all dates
12 provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider
13 all further applications arising out of or connected with the proposed Settlement.

14 18. Pursuant to California Code of Civil Procedure § 664.6 and rule 3.769(h) of the California
15 Rules of Court, the Court shall retain continuing jurisdiction over the Action and the Parties to interpret,
16 enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

17 **IT IS SO ORDERED.**

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19 Dated: 05/26/2026

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23 Hon. William F. Highberger
24 Judge of the Superior Court
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