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11 Attorneys for Plaintiff, MICHAEL ANDREW CASTRO,
12 on behalf of himself and all others similarly situated
13 and aggrieved

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF STANISLAUS**

16 MICHAEL ANDREW CASTRO, an
17 individual, and on behalf of all others similarly
18 situated and aggrieved,

19 Plaintiff,

20 v.

21 TITAN NEWMAN, INC., a California
22 corporation; STEVEN MUSCARELLA, an
23 individual; and DOES 1 through 100,
24 inclusive,

25 Defendants.

CASE NO.: CV-24-002332

Related Case No.: CV-24 004265

[Assigned for all purposes to the Hon. Sonny S.
Sandhu in Dept. 24]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED

JUN 11 2026

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

DEPUTY

1 This Court, having considered the Motion of plaintiff Michael Andrew Castro ("Plaintiff")
2 for Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Michael Andrew Castro, and Sean Hartranft, the Class and
5 PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the
6 proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class
7 Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement
12 Class Members," "Class Members") for the purpose of settlement only: all persons employed by
13 defendants Titan Newman, Inc., and Steven Muscarella (collectively, "Defendants") in California
14 and classified as non-exempt, hourly-paid employees who worked for Defendants during the period
15 from May 5, 2020 through February 9, 2025 ("Class Period").

16 3. The Court preliminarily appoints the named plaintiff Michael Andrew Castro as
17 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
18 Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$365,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
11 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
12 to \$127,750.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
13 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$4,990.00 and Private
14 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of which
15 \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
16 \$5,000.00 (25%) to "Aggrieved Employees," defined as all persons employed by Defendants in
17 California and classified as non-exempt, hourly-paid employees who worked for Defendants during
18 the period from March 26, 2023 through the end of the Class Period ("PAGA Period").

19 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
20 Taxes, which will be paid separately and apart by Defendants on the wages portion of the Gross
21 Settlement Amount.

22 9. Class Member's "Workweek" shall mean any week during which a Class Member
23 worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire
24 dates (as applicable), and termination dates (as applicable).

25 10. Defendants represent that there are no more than 5,850 Workweeks worked during
26 the Class Period. In the event the number of Workweeks worked increases by more than 5%, or an
27 additional 292 Workweeks, then the Gross Settlement shall be increased proportionally by the
28 Workweeks in excess of 6,142 multiplied by the Workweek Value. The Workweek Value shall be

1 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$365,000.00) by
2 5,850, which amounts to a Workweek value of \$62.39. Thus, for example, should there be 8,000
3 Workweeks worked by Class Members during the Class Period, then the Gross Settlement Amount
4 shall be increased by \$115,920 ([8,000 Workweeks – 6,142 Workweeks] x \$62.39 per Workweek.)

5 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
6 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
7 costs, not to exceed \$4,990.00 out of the Gross Settlement Amount for services to be rendered by
8 Apex on behalf of the class.

9 12. Not later than fourteen (14) days after the Court grants Preliminary Approval of the
10 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft
11 Excel spreadsheet. “Class Data” means Class Member identifying information in Defendants’
12 custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es);
13 (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
14 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

15 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
16 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
17 and restrict access to the Class Data to Administrator employees who need access to the Class Data
18 to effect and perform under the Agreement.

19 14. Before mailing Class Notices, the Administrator shall update Class Member
20 addresses using the National Change of Address database.

21 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
22 after receiving the Class Data, the Administrator will send to all Class Members identified in the
23 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
24 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the
25 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
26 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
27 Pay Periods (if applicable) used to calculate these amounts.

28 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice

1 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
2 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
3 Settlement. Class Members to whom Notice Packets are resent after having been returned
4 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
5 has expired.

6 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
7 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
8 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
9 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
10 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
11 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
12 number of written objections and attach the Exclusion List.

13 18. Class Members who wish to exclude themselves from (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
15 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
16 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
17 or his/her representative, signed by the Class Member, that reasonably communicates the Class
18 Member's election to be excluded from the Settlement and includes the Class Member's name,
19 signature, the last four digits of their Social Security Number, address, and email address or
20 telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response
21 Deadline.

22 19. Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
24 bound by all terms and conditions of the Settlement, including the Participating Class Members'
25 Releases under the Agreement, regardless whether the Participating Class Member actually receives
26 the Class Notice or objects to the Settlement.

27 20. Only Participating Class Members may object to the class action components of the
28 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or

1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
2 and/or Class Representative Service Payment. Participating Class Members may send written
3 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
6 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
7 additional 15 days for Class Members whose Class Notice was remailed).

8 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
9 Request for Exclusion will control, and the Objection will be overruled.

10 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
11 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
12 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
13 Class Notice. The Class Member may challenge the allocation by communicating with the
14 Administrator via mail.

15 23. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
16 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
17 Administrator no later than fourteen (14) days after the Effective Date.

18 24. Within seven (7) days after Defendants fund the Gross Settlement Amount, the
19 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
20 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
22 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
24 Class Payments, and the Individual PAGA Payments.

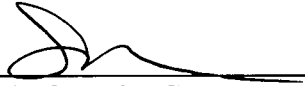
25 25. For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
27 the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, 180
28 Montgomery St., Suite 600, San Francisco, California 94104 for use in Stanislaus County.

1 26. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed by 10/11/2026.

3 27. A Final Approval Hearing shall be held with the Court on 10/9/2026
4 at 8:30 a.m in Department 24 of the above-entitled Court to determine: (1) whether the proposed
5 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
6 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service
7 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
8 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.
9

10 **IT IS SO ORDERED.**

11
12 Dated: 6/11/2026



Judge of the Superior Court

SONNY S. SANDHU

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS800 11th Street

Modesto, CA 95355

Case Name: CASTRO, MICHAEL ANDREW vs MUSCARELLA, STEVEN

Case #: CV-24-002332

CLERK'S CERTIFICATE OF ELECTRONIC SERVICE

I certify that I am over the age of 18, employed by the Superior Court of the State of California, County of Stanislaus, and not a party to this action. I certify that I served a copy of the attached **ORDER AFTER HEARING** by electronic service as indicated below.

Recipients Served Electronically

The transmission originated from a Stanislaus County Superior Court email address on **June 12, 2026**, at **7:35 AM PST**.

kmendoza@tomorrowlaw.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 12, 2026**, at Modesto, California.

By *Cynthia Hurtado*

Cynthia Hurtado, Deputy Clerk
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS