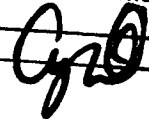


FILED

OCT 12 2026

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY  DEPUTY

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6 others similarly situated and aggrieved

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF STANISLAUS**

9 MICHAEL ANDREW CASTRO, an
10 individual, and on behalf of all others similarly
situated and aggrieved,

11 Plaintiff,

12 v.

13
14 TITAN NEWMAN, INC., a California
corporation; STEVEN MUSCARELLA, an
15 individual; and DOES 1 through 100,
inclusive,

16 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]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting
5 Final Approval of Class and Representative Action Settlement ("Order Granting Final Approval")
6 and the Parties' Class and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement").
7 All terms used herein shall have the same meaning as defined in the Settlement Agreement.

8 2. The Settlement Class ("Settlement Class," "Settlement Class Members" or "Class
9 Members") means all persons employed by defendants Titan Newman, Inc., and Steven Muscarella
10 (collectively, "Defendants") in California and classified as non-exempt, hourly-paid employees who
11 worked for Defendants during the period from May 5, 2020 through February 9, 2025 ("Class
12 Period").

13 3. "Aggrieved Employees" means all persons employed by Defendants in California
14 and classified as non-exempt, hourly-paid employees who worked for Defendants during the period
15 from March 26, 2023 through the end of the Class Period (the "PAGA Period").

16 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
17 objected to the Settlement.

18 5. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
19 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Settlement
20 Administrator no later than fourteen (14) days after the Effective Date. "Effective Date" means the
21 later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
22 (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
23 no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
24 one or more Participating Class Members objects to the Settlement, the day after the deadline for
25 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
26 after the appellate court affirms the Judgment and issues a remittitur.

27 6. Within seven (7) days after Defendants fund the Gross Settlement Amount, the
28 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,

1 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
2 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
3 Payment.

4 7. Individual Class Payment and/or Individual PAGA Payment checks shall remain valid
5 and negotiable for one hundred eighty (180) calendar days after the date of their mailing. For any
6 Class Member whose Individual Class Payment check or Individual PAGA Payment check is
7 uncashed and cancelled after the void date, the Administrator, Apex Class Action LLC, shall
8 transmit the funds represented by such checks to the cy pres recipient, Legal Aid at Work, 180
9 Montgomery St., Suite 600, San Francisco, California 94104, for use in Stanislaus County.

10 8. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
11 and on the date when Defendants fully fund the Gross Settlement Amount and fund all employer
12 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members,
13 and Class Counsel will release claims against all Released Parties as follows:

14 a. Release by Participating Class Members: For the duration of the Class Period, all
15 Participating Class Members, on behalf of themselves and their respective former
16 and present representatives, agents, attorneys, heirs, administrators, successors, and
17 assigns, release Released Parties from all claims that were alleged, or reasonably
18 could have been alleged, based on the facts stated in the Operative Complaint
19 including all claims for: (1) failure to pay overtime wages, (2) failure to pay
20 minimum wages, (3) failure to provide compliant meal periods or pay related
21 premiums, (4) failure to provide compliant rest breaks or pay related premiums, (5)
22 failure to pay all due wages upon termination, (6) failure to provide accurate and
23 timely wage statements, (7) failure to timely pay wages, (8) failure to indemnify
24 employees for business expenses incurred, (9) failure to pay interest on deposits,
25 (10) failure to provide employees with compensation at their final rate of pay for
26 unused vested vacation days, and (11) engaging in unfair competition ("Released
27 Class Claims").

28 b. Release by Aggrieved Employees: For the duration of the PAGA Period, all

1 Aggrieved Employees are deemed to release, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from all claims for
4 PAGA penalties that were alleged, or reasonably could have been alleged, based on
5 the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA
6 Claims").

7 9. "Released Parties" means: Defendants, and each of their former, present and future
8 owners, parents, and subsidiaries, and all of their current, former, and future officers, directors,
9 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,
10 predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

11 10. This document shall constitute a Judgment for purposes of California Rules of Court,
12 Rule 3.769(h).

13 11. Without affecting the finality of the Judgment in any way, pursuant to California
14 Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, this Court
15 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
16 the Settlement and all orders and judgments entered in connection therewith.

17
18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19
20 Dated: October 9, 2026



Judge of the Superior Court

DAVID I. HOOD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

801 10th Street, 4th Floor
 Modesto, CA 95354

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 **JUDGMENT** by electronic service as indicated below.

Recipients Served Electronically

The transmission originated from a Stanislaus County Superior Court email address on **October 12, 2026**.

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 **October 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