

FILED

OCT 12 2026

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY Cylo DEPUTY

1 **BIBIYAN LAW GROUP, P.C.**

2 Vedang J. Patel (SBN 328647)

3 *vedang@tomorrowlaw.com*

4 Megan R. Lazar (SBN 315007)

5 *megan@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 Attorneys for Plaintiff, MICHAEL ANDREW CASTRO, on behalf of himself and all
10 others similarly situated and aggrieved

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF STANISLAUS**

13 MICHAEL ANDREW CASTRO, an
14 individual, and on behalf of all others similarly
15 situated and aggrieved,

16 Plaintiff,

17 v.

18 TITAN NEWMAN, INC., a California
19 corporation; STEVEN MUSCARELLA, an
20 individual; and DOES 1 through 100,
21 inclusive,

22 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
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE PAYMENT**

1 This matter having come before the Court for a final approval hearing pursuant to the Order
2 of this Court granting preliminary approval ("Preliminary Approval Order") of the class and
3 representative action settlement upon the terms set forth in the Class and PAGA Settlement
4 Agreement ("Settlement," "Agreement," or "Settlement Agreement") submitted in support of the
5 Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional
6 Class Certification for Settlement Purposes Only; and due and adequate notice having been given
7 to the Class Members as required in the Preliminary Approval Order; and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and good
9 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement; Service
11 Payment; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

12 2. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
14 Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class ("Settlement Class,"
18 "Settlement Class Members" or "Class Members"): all persons employed by defendants Titan
19 Newman, Inc., and Steven Muscarella (collectively, "Defendants") in California and classified as
20 non-exempt, hourly-paid employees who worked for Defendants during the period from May 5,
21 2020 through February 9, 2025 ("Class Period").

22 5. "Plaintiff" refers to Michael Andrew Castro.

23 6. The parties released shall include Defendants and each of their owners, parents, and
24 subsidiaries, and all of their current, former, and future officers, directors, members, managers,
25 employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors,
26 and assigns.

27 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
28 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all

1 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
2 Members, and Class Counsel will release claims against all Released Parties as follows:

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

17 b. Release by Aggrieved Employees: For the duration of the PAGA Period, all
18 Aggrieved Employees are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from all claims for
21 PAGA penalties that were alleged, or reasonably could have been alleged, based on
22 the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA
23 Claims").

24 8. Distribution of the Notice of Proposed Class and Representative Action Settlement and
25 Date for Final Approval Hearing ("Class Notice") directed to the Class Members as set forth in the
26 Settlement Agreement and the other matters set forth herein have been completed in conformity
27 with the Preliminary Approval Order, including individual notice to all Class Members who could
28 be identified through reasonable effort, and was the best notice practicable under the circumstances.

1 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
2 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
3 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.

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

6 10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
7 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
8 settlement under California law, including the provisions of Code of Civil Procedure section 382
9 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
10 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

11 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
12 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
13 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
14 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
15 that the Parties have conducted extensive and costly investigation and research, and counsel for the
16 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
17 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
18 be presented by the further prosecution of this Action. The Court has noted the significant benefits
19 to the Class Members under the Settlement. The Court also finds that the class is properly certified
20 as a class for settlement purposes only.

21 12. The Court approves Plaintiff Michael Andrew Castro as Class Representative.

22 13. The Court approves, David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
23 P.C., as Class Counsel.

24 14. The Court approves Apex Class Action LLC ("Apex") as the Settlement Administrator.

25 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
26 \$127,750.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
27 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$18,612.50,
28 to be deducted from the Gross Settlement Amount. Class Counsel Fees Payment and Class Counsel

1 Litigation Expenses Payment will be paid by the Settlement Administrator, Apex Class Action LLC,
2 from the Gross Settlement Amount as set forth in the Settlement Agreement.

3 16. The Court hereby approves a Class Representative Service Payment of \$7,500.00 to
4 Plaintiff Michael Andrew Castro, in consideration of his time, effort, and risk incurred on behalf of
5 the Settlement Class, and for providing a general release and a waiver of rights pursuant to California
6 Civil Code section 1542. The Class Representative Service Payment will be paid to Plaintiff by the
7 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
8 Agreement.

9 17. The Court hereby approves the Administration Expenses Payment for the Settlement
10 Administrator's costs in the amount of \$4,990.00. The Settlement Administrator shall be paid the
11 Administration Expenses Payment from the Gross Settlement Amount.

12 18. The Court hereby approves the PAGA Penalties in the amount of \$20,000.00, of which
13 \$15,000.00 (75%) shall be paid to the LWDA, and the remaining \$5,000.00 (25%) to be distributed
14 to the "Aggrieved Employees," defined as all persons employed by Defendants in California and
15 classified as non-exempt, hourly-paid employees who worked for Defendants during the period from
16 March 26, 2023 through the end of the Class Period (the "PAGA Period").

17 19. Except as expressly provided herein, the Parties each shall bear all their own fees and
18 costs in connection with this matter.

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

1 21. Within seven (7) days after Defendants fund the Gross Settlement Amount, the
2 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
3 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
4 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
5 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
6 Payment, and the Class Representative Service Payment shall not precede disbursement of
7 Individual Class Payments and the Individual PAGA Payments.

8 22. For any Class Member whose Individual Class Payment check or Individual PAGA
9 Payment check is uncashed and cancelled after the void date, the Administrator, Apex Class Action
10 LLC, shall transmit the funds represented by such checks to the cy pres recipient, Legal Aid at Work,
11 180 Montgomery St., Suite 600, San Francisco, California 94104, for use in Stanislaus County.

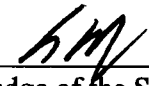
12 23. The Court finds that the class settlement on the terms set forth in the Settlement
13 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
14 the released claims against Defendants.

15 24. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
16 for 5/20, 2027, at 8:30 a.m., in Department 24 of the above-entitled Court. At least five (5)
17 calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims
18 have been paid and that administration of all the terms and conditions of the class action settlement
19 have been completed. Should the Court find that said declaration has sufficiently evidenced full and
20 complete administration of the class action settlement, the Hearing Re: Final Administration of the
21 Class Action Settlement will go off-calendar.

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

26 **IT IS SO ORDERED.**

27 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 **ORDER AFTER HEARING** 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