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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento

07/17/2026

V. Aleman, Deputy

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court on July 17, 2026, at 9:00 a.m., in Department 8B before the
4 Honorable Lauri A. Damrell, presiding. The operative Complaint alleges that Defendant Castle Tire
5 Disposal, LLC (“Defendant”), violated California law by failing to pay overtime wages, failing to pay
6 minimum wages, failing to provide meal periods, failing to provide rest periods, failing to pay final
7 wages, wage statement violations, failing to timely pay wages, failing to indemnify/reimburse, violation
8 of Labor Code section 227.3, and engaging in unfair competition. Plaintiffs have also alleged Defendant
9 is liable for civil penalties under the Private Attorney’s General Act (“PAGA”) based on these violations.
10 Plaintiffs sought attorneys’ fees and costs in connection with the litigation. Defendant denied all of
11 Plaintiffs’ claims and denied that this case was appropriate for class treatment other than for settlement
12 purposes. No class has been certified. The Settlement was preliminarily approved by this Court on
13 February 6, 2026.

14 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
16 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
17 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
18 in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Final Approval of
19 Class Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of
20 Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
21 FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All current and former non-exempt employees employed by Defendant in
27 California at any time during the period from March 20, 2019, through
28 February 15, 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiffs' contentions that Defendant caused the violations outlined above
10 by 1) failing to fully compensate employees due to rounding employee's hours worked, suffering and
11 permitting off-the-clock work, and failing to properly calculate the regular rate of pay for premium wage
12 payments, 2) failing to provide compliant meal and rest periods, and 3) failing to reimburse employees
13 for using their cell phone for work purposes and for purchasing their own PPE. The PAGA, waiting
14 time penalty, wage statement violation, and unfair competition claims also derive from these violations.
15 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
16 settlement purposes is also satisfied since the claims of the Class Representatives are based on the same
17 facts and legal theories as those applicable to the Class Members.

18 The Court also finds that certifying the settlement class is required to avoid each Class Member
19 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
20 Members with relatively small individual claims and conserve the resources of the judicial system.

21 The Court finds that Plaintiffs Erick Holmberg and Kyle Neff and Plaintiffs' counsel, Shimoda
22 & Rodriguez Law, PC, and Bibiyan Law Group, P.C., to be adequate representatives of the settlement
23 class. The Court appoints them as Class Representatives and Class Counsel, respectively.

24 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

25 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
26 Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
27 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
28 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length

1 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
2 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
3 were able to object to the Agreement and its terms through the administration process and at a fairness
4 hearing or opt-out of being bound by the preliminarily approved Agreement.

5 No objections were made by Class Members and no Class Members opted out of the settlement.
6 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
7 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
8 gives final approval to the Agreement and all terms therein as if stated here in full, including the
9 \$480,000 Gross Settlement Amount.

10 The Court approves of the \$20,000 PAGA Payment, which shall be paid from the Gross
11 Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
12 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
13 Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to PAGA Members on a
14 pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case
15 and the disputed issues, the PAGA Payment provides a recovery that creates an effective, substantial
16 deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

17 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
18 checks issued to Participating Class Members and/or PAGA Members that are not cashed by the
19 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
20 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
21 Gross Settlement Amount will revert to Defendant for any reason.

22 The releases and waivers for Class Members who did not opt out of being bound by the
23 Agreement (*i.e.* Participating Class Members), PAGA Members, and the Class Representatives are also
24 approved by the Court as set forth in the Agreement.

25 Class Counsel sought an award of attorneys' fees of \$160,000, attorney's costs of \$26,937.32, an
26 Enhancement Payment of \$10,000 to each Class Representative, and for Settlement Administrator Costs
27 in the amount of \$8,250. Defendant does not oppose these requests. The Notice of Settlement sent to
28 Class Members included information regarding these amounts and that they would be requested in

1 connection with final approval of the Agreement. Class Members have been given the opportunity to
2 object to these amounts and no objections have been submitted in any respect whatsoever. The Court
3 has reviewed the evidence submitted by Class Counsel regarding their hourly rates and the amount of
4 time expended in the litigation for the benefit of Class Members. The Court finds that the rates
5 requested and hours expended are reasonable. The Court has also reviewed the updated itemized costs
6 submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts
7 and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement
8 Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees and
9 costs, the Enhancement Payments for Class Representatives, and the Settlement Administrator Costs are
10 fair and reasonable, and awarded as requested and deducted from the gross settlement amount. This
11 finding is further supported by the lack of objection by Class Members to these amounts. The difference
12 between the actual attorney's costs and Settlement Administrator Costs awarded and the maximum
13 amounts originally allocated for each payment under the Agreement will be added to the Net Settlement
14 Amount pursuant to the terms of the Agreement.

15 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 16 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

17 The Court finds that the Notice of Settlement fairly and adequately advised Class Members of
18 the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
19 number of workweeks worked during the Class Period, their pro rata share of the Net Settlement
20 Amount, how to participate in the settlement, how to file documentation in opposition to the proposed
21 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
22 Settlement and distribution of such notice by first class mail to each identified Class Member at his or
23 her most recent address based on a National Change of Address database search from the Class
24 Members' last known address and a skip trace on any Class Members who have the Notice of Settlement
25 returned as "undeliverable" or "not at this address" comported with all constitutional requirements,
26 including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 65 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Members	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and PAGA Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Members
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

July 30

The Court Sets a further compliance hearing for ~~May 7,~~ 2027, at 10:30 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

IT IS SO ORDERED.

Date: 7/17/26



By: Lauri A. Damrell, Judge
Judge of the Superior Court