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San Diego Superior Court

SEP 10 2026
Clerk of the Superior Court
By: V. Secaur, Deputy

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Attorneys for Plaintiff CARROLL D. ROSE
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CARROLL D. ROSE, an individual, on
behalf of himself and others similarly
situated,

Plaintiffs,

v.

TMAG INDUSTRIES, INC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 37-2024-00022180-CU-OE-CTL

Assigned for All Purposes to:
Hon. Katherine A. Bacal
Dept. C-63

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT

Hearing Information:
Date: September 10, 2026
Time: 1:30 p.m.
Department: C63

Action filed: May 14, 2024
FAC filed: September 10, 2024
Trial date: None Set

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ORDER AND FINAL JUDGMENT

On September 10, 2026, the unopposed motion of Plaintiff Carroll D. Rose (“Plaintiff”), on behalf of himself and all other similarly situated employees of Defendant TMAG Industries, Inc. (“Defendant”) (collectively, the “Parties”), for final approval of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) came before the Court for hearing. The Parties appeared through counsel at the final approval hearing and did not contest any tentative ruling, and no objectors appeared. During the administration, there were also no objectors and only one request for exclusion from the Settlement.

The Court finds that full and adequate notice has been given to the Class, and having considered all papers filed and proceedings held herein and with good cause appearing:

IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court hereby enters an Order and Final Judgment approving the Settlement. Unless otherwise provided, all capitalized terms used in this Order and Final Judgment shall have the same meaning as defined in the Settlement Agreement.
2. Consistent with the definitions provided in the Settlement Agreement, the Class Members consist of “all current and former non-exempt employees of Defendant in California who worked for the Defendant during the Class Period,” which is May 14, 2020, through May 4, 2025.
3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and all Parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.
4. Distribution of the Class Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the

1 requirements of California law, the California and United States Constitutions (including the Due
2 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
3 rule 3.766, and any other applicable law. Consistent with the Preliminary Approval Order, the Class
4 Notice also provided due and adequate notice to Class Members of their right to exclude themselves
5 from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

6 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
7 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
8 reference, the Court finds the Settlement was entered into in good faith and further finds that the
9 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
10 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for
11 final approval of this class action Settlement under California law, including the provisions of
12 California Code of Civil Procedure section 382, California Rule of Court 3.769, ;

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15 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
16 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
17 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
18 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
19 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
20 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
21 settlement proceeds among the Participating Class Members, and the fact that a settlement
22 represents a compromise of the Parties' respective positions rather than the result of a finding of
23 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
24 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
25 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.
26 The Court makes final its earlier provisional certification of the Settlement Class, as set forth in the
27 Preliminary Approval Order.

28 7. Effective upon the date Defendant fully funds the entire Gross Settlement Amount

1 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
2 all Participating Class Members will release the Released Parties from the “Released Class Claims”
3 as defined in the Settlement Agreement and all Aggrieved Employees shall be deemed to have
4 released the Released Parties from the Released PAGA Claims as defined in the Settlement
5 Agreement.

6 8. Out of the total of 265 Class Members who were sent the Class Notice, only one
7 Class Members opted out of the Settlement. The name of the opt out who is not bound by the
8 settlement is Serena J. Branch. Therefore, there are 264 Participating Class Members.

9 9. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
10 adequately represented the Class for purposes of entering into and implementing the Settlement.

11 10. The Court finds the \$185,000.00 Gross Settlement Amount provided for under the
12 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
13 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
14 following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of
15 \$61,666.67 to Class Counsel; (2) a Class Counsel Litigation Expenses Payment of \$20,504.74 for
16 reimbursement of actual costs incurred by Class Counsel; (3) Class Representative Service Payment
17 of \$5,000.00 to Plaintiff; (4) an Administration Costs payment of \$7,040.00 for the Administrator;
18 and (5) PAGA Penalties, consisting of \$10,000.00, with a LWDA PAGA Payment of \$7,500.00 to
19 the Labor and Workforce Development Agency and \$2,500.00 to Aggrieved Employees to be
20 distributed on a pro-rata basis as Individual PAGA Payments.

21 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
22 set forth in Class Counsel’s application, an award of Class Counsel Fees Payment in the amount of
23 \$61,666.67 and an award of Class Counsel Litigation Expenses Payment in the amount of
24 \$20,504.74 as final payment for and complete satisfaction of any and all attorneys’ fees and costs
25 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel’s
26 request falls within the range of reasonableness and that the result achieved justifies the award and
27 that the requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment
28 and a Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross

1 Settlement Amount in accordance with the terms of the Settlement Agreement.

2 12. The Court finds and determines that the Class Representative Service Payment to
3 Plaintiff Carroll D. Rose, in the sum of \$5,000.00, in consideration for his service as the Class
4 Representative is fair and reasonable. The Court hereby grants final approval to and orders that the
5 payment of the Class Representative Service Payment be paid as provided by the Settlement
6 Agreement.

7 13. The Court further approves the payment of Administration Costs of \$7,040.00 to
8 Apex Class Action LLC, to cover the costs of administration as provided for in the Settlement
9 Agreement. The payment authorized by this paragraph shall be made in accordance with the terms
10 of the Settlement Agreement.

11 14. The Court further finds that the Parties' proposed settlement of the claims brought
12 under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, is fair,
13 reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce
14 Development Agency ("LWDA") and will fully and adequately comply with the notice
15 requirements of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA
16 claims pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this
17 portion of the settlement as set forth in the Settlement Agreement, including the LWDA PAGA
18 Payment and Individual PAGA Payment.

19 15. The Court also approves a payment of PAGA Penalties of \$10,000.00 for claims
20 asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties
21 (\$7,500.00) paid to the California Labor and Workforce Development Agency ("LWDA PAGA
22 Payment") and the other 25% (\$2,500.00) to be paid to the Aggrieved Employees ("Individual
23 PAGA Payment"). The PAGA Penalties are included in, and shall come from, the Gross Settlement
24 Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in accordance with
25 the terms of the Settlement Agreement.

26 16. The "Net Settlement Amount" means the Gross Settlement Amount, less the
27 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
28 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class

1 Counsel Litigation Expenses Payment, the Administration Cost payment, and all employee side
2 taxes arising from the payments made under this Settlement. The remainder is to be paid to
3 Participating Class Members as Individual Settlement Payments on a pro rata basis.

4 17. The Court finds the settlement payments from the Net Settlement Amount provided
5 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
6 orders the calculations and the payments to be made and administered to the Participating Class
7 Members in accordance with the terms of the Settlement Agreement. The settlement payments
8 authorized by this paragraph shall be made in accordance with the terms of the Settlement
9 Agreement. It is also ordered that, after 180 days from the date of distribution of Individual Class
10 Payments and/or Individual PAGA Payments, the funds from any uncashed and voided checks will
11 be tendered to the California Controller's Unclaimed Property Fund.

12 18. Defendant shall not be required to pay any additional amounts in connection with the
13 Settlement other than those amounts specifically set forth in the Settlement Agreement.

14 19. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other
15 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order
16 and Final Judgment) is, may be construed as, or may be used as, an admission or concession by or
17 against the Defendant or the Released Parties of the validity of any claim or any actual or potential
18 fault, wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any
19 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
20 admission or concession as to the Defendant's denials or defenses and shall not be offered or
21 received in evidence in any action or proceeding against any party in any court, administrative
22 agency or other tribunals for any purpose whatsoever, except as evidence of the settlement or to
23 enforce the provisions of this Order and Final Judgment and the Settlement Agreement; *provided,*
24 *however,* that this Order and Final Judgment and the Settlement Agreement may be filed in any
25 action against or by the Defendant or the Released Parties to support a defense of *res judicata*,
26 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
27 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

28 20. Accordingly, the Court enters this judgment consistent with the above and the

1 Parties' Settlement Agreement.

2 21. Without affecting the finality of the Settlement and this Order and Final Judgment,
3 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
4 jurisdiction over the above-captioned action and the Parties, including all Participating Class
5 Members, relating to the Action and the administration, consummation, enforcement and
6 interpretation of the Settlement Agreement, this Order and Final Judgment, and for any other
7 necessary purpose.

8 22. This Judgment is intended to be a final disposition of the above-captioned action in
9 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
10 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

11 **IT IS SO ORDERED.**

12 Dated: 9/10/26



Hon. Katherine A. Bacal
Judge of the Superior Court

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