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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
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: March 27, 2026

Time: 1:30 p.m.

Department: C-63

Action filed: May 14, 2024

FAC filed: September 10, 2024

Trial date: None Set

ORDER

Plaintiff Carroll D. Rose (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant TMAG Industries, Inc. (“Defendant”) (collectively, “the Parties”), filed a Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”). The Motion was set for hearing on March 27, 2026, at 1:30 p.m. in Department C-63 of the San Diego Superior Court located at Hall of Justice, Third Floor, 330 W Broadway, San Diego, CA 92101. The Court, having considered the Settlement Agreement and the proposed Notice of Class Action Settlement (“Class Notice”) which is attached as Exhibit A to the Settlement Agreement and as Exhibit 1 to this Order, the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Supplemental Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a settlement class consisting of all current and former non-exempt employees of Defendant in California who worked for Defendant during the Class Period, which is May 14, 2020, through May 4, 2025 (“Class”). (Kim Decl., Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

4. The class action settlement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable and in the best interests of the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual class member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and class

1 members' claims all arise from the same alleged events and course of conduct, and are based on
2 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff
3 has the same interests as all members of the Class, and he is represented by experienced and
4 competent counsel. The Court further finds, preliminarily and for settlement purposes only, that
5 common issues predominate over individual issues in this litigation and that class treatment is
6 superior to the other means of resolving this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of D.Law, Inc. as Class Counsel, Plaintiff Carroll D. Rose as Class
9 Representative, and Apex Class Action LLC ("Apex") as the Settlement Administrator. Class
10 Counsel is authorized to act on behalf of the class members with respect to all acts or consents
11 required by or which may be given pursuant to the Settlement Agreement and such other acts
12 reasonably necessary to consummate the Settlement. The Settlement Administrator is authorized
13 to perform such acts as set forth in this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice advises the Class of the material terms and provisions of the
19 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
20 approved as to form and content. The Court approves the procedures set forth in the Settlement
21 Agreement for class members to participate in, opt out of, and object to the Settlement as set
22 forth in the Class Notice.

23 9. The Class Notice will be sent in a notice packet by first-class mail to the class
24 members in accordance with the schedule set forth in the Settlement Agreement. The dates
25 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in
26 the Settlement Agreement, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, and will constitute due and sufficient notice to all persons
28 entitled thereto.

1 10. Each class member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded from the Class portion of the
3 Settlement by the deadline set forth in the Class Notice. Any class member who does not submit
4 a timely request to be excluded from the Class portion of the Settlement consistent with the
5 terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the terms
6 of the Settlement Agreement.

7 11. Only Participating Class Members may object to the Class portion of the
8 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
9 awards of attorneys’ fees and costs to Class Counsel, Administration Expenses Payment, and/or
10 Class Representative Service Payment. Participating Class Members may send written
11 objections to the Settlement Administrator, by mail, email, or fax, by the deadline set forth in
12 the Class Notice. Participating Class Members may also appear in Court (or hire an attorney to
13 appear in Court at their own expense) to present verbal objections at the Final Approval
14 Hearing.

15 12. A Final Approval Hearing on the question of whether the proposed Settlement,
16 awards of attorneys’ fees and costs to Class Counsel for attorneys’ fees and reasonable expenses
17 incurred in connection with this Action, Class Representative Service Payment to Plaintiff for
18 his service in this Action, and Administration Expenses Payment should be approved as fair,
19 reasonable, and adequate as to the Class and whether the Settlement should be given final
20 approval is scheduled on: _____, 2026 at _____.m. Plaintiff shall file a motion
21 for final approval of the Settlement no later than 16 court days prior to the Final Approval
22 Hearing.

23 13. The Settlement Agreement will not be construed as an admission or evidence of
24 either liability or the appropriateness of class certification in the non-settlement context, as more
25 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
26 rights of Defendant to oppose certification of a class in this action should the proposed
27 Settlement not be granted final approval. If, for any reason, the Court does not grant final
28 approval of the Settlement, all evidence and proceedings held in connection therewith shall be

1 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
2 set forth in the Settlement Agreement.

3 14. All further proceedings in this action are stayed except such proceedings
4 necessary to review, approve, and implement this Settlement.

5 15. The Court finds that all required notifications and submissions to the California
6 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
7 Motion have been made by Plaintiff in the time and manner specified under PAGA.

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9 **IT IS SO ORDERED.**

10 Dated: _____, 2026

11 Hon. Katherine A. Bacal
12 Judge of the Superior Court
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