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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DANIELA VAZQUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TSC AUTO ID TECHNOLOGY AMERICA,
INC., a Nevada corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2023-01316485-CU-OE-CXC

[Hon. William D. Claster, Dept. CX101]

CLASS AND PAGA ACTION

**REVISED [~~PROPOSED~~] ORDER OF
FINAL APPROVAL AND
JUDGMENT**

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Final Approval;
Declaration of Kane Moon; Declaration of
Daniela Vazquez; and Declaration of
Administrator William Argueta]*

Hearing Date: March 7, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department CX101

Complaint Filed: April 3, 2023
FAC Filed: October 18, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Daniela Vazquez's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and
3 Enhancement Award, and after considering the papers submitted in support of the motion,
4 including the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as
6 follows:

7 Plaintiff and Defendant TSC Auto ID Technology America, Inc. ("Defendant") entered a
8 Settlement Agreement on or about March 18, 2024 to settle this lawsuit.

9 The Court entered an Order dated October 14, 2024, preliminarily approving the settlement
10 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
12 scheduling a Final Approval Hearing, and providing Class Members with an opportunity to object
13 or request exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided, all
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
21 approve the settlement and grant final certification.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
25 or non-exempt employees who were employed by Defendant within the State of California at any
26 time during the period from April 3, 2019 to May 31, 2024 ("Class," "Class Members," and "Class
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1 Period"). There are forty-three (43) Participating Class Members in the Settlement ("Participating
2 Class Members") who will receive their share of the Net Class Settlement Amount.

3 4. Adequacy of Representation. The Court finds that there has been adequate
4 representation, as Class Counsel have fully and adequately represented the Class for purposes of
5 entering and implementing the Settlement and have satisfied the requirements of Code of Civil
6 Procedure section 382.

7 5. Class Notice. The Court finds the Class Notice and its distribution to Class
8 Members have been implemented pursuant to the Settlement Agreement and this Court's
9 Preliminary Approval Order. The Court also finds the Class Notice:

10 a. constitutes notice reasonably calculated, under the circumstances, to
11 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the
12 Settlement Agreement and their rights under the Settlement; (iii) their right to object to any
13 aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right
14 to challenge their Workweeks value; (vi) their right to appear at the Final Approval Hearing; and
15 (vii) binding effect of the orders and judgment in this lawsuit, whether favorable or unfavorable,
16 on Participating Class Members who do not request exclusion from the Settlement;

17 b. constitutes notice fully satisfying the requirements of Code of Civil
18 Procedure section 382, California Rule of Court 3.769, and due process;

19 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

20 d. constitutes the best practicable notice to Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement Agreement
22 were entered in good faith and are the product of arm's-length negotiations by experienced
23 counsel who have done a meaningful investigation of the claims in the dispute. The Settlement
24 and all its terms and provisions are fully and finally approved as fair, reasonable, and adequate
25 and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement
26 according to its terms and provisions.

1 7. Binding Effect. The terms and provisions of Settlement Agreement and this Order
2 and Judgment are binding on the Participating Class Members and Aggrieved Employees, as well
3 as their heirs, executors and administrators, successors, and assigns. In addition, those terms shall
4 have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other
5 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
6 or other proceedings involve matters that were or could have been raised in this matter and are
7 encompassed by the PAGA Claims and Released Claims.

8 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any
9 action to enforce the terms and provisions of the Settlement Agreement.

10 9. Release of Claims by Class Members. Upon the funding of the Gross Settlement
11 Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement
12 Administrator, the Named Plaintiff and all Participating Class Members shall be deemed to have
13 fully, finally, and forever released, settled, compromised, relinquished and discharged any and all
14 of the Released Parties from the Released Claims that arose during the Class Period *per the*
terms of the Settlement Agreement.

WOC 15 a. General Release by the Class Representative. Upon payment of the Gross
16 Settlement Amount and the Employer's Taxes necessary to effectuate the
17 settlement to the Settlement Administrator, Plaintiff fully releases and discharges
WOC 18 Defendant and the other Released Parties from the Released Claims and any other
19 claims that Plaintiff now has or claims to have, or have ever had or claimed to
20 have, against Defendant and the Released Parties. Without limiting the generality
21 of the foregoing, Plaintiff specifically and expressly releases to the maximum
22 extent permitted by law any claims against Defendant and the Released Parties,
23 arising out of or relating to the Named Plaintiff's employment or the termination
24 of her employment with Defendant and any other Released Party. This general
25 release by Plaintiff includes a waiver of Plaintiff's rights under Civil Code section
26 1542, which provides: "A general release does not extend to claims that the
27 creditor or releasing party does not know or suspect to exist in his or her favor at
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1 the time of executing the release and that, if known by him or her, would have
2 materially affected his or her settlement with the debtor or released party.”

3 b. Released Parties The Released Parties means and includes TSC Auto ID
4 Technology America, Inc. and its respective current and former parents,
5 predecessors or successors, holding companies, affiliated companies or entities
6 (including Printronix Auto ID Technology, Inc.), owners, investors, shareholders,
7 members, partners, officers, directors, managers, employees, and agents,
8 attorneys, insurers, and representatives.

9 2. Release of PAGA Claims by Class Members. The Aggrieved Employees and the
10 State of California, to the maximum extent permitted by law, shall be deemed by operation of the
11 Final Approval and Judgment to have agreed not to sue or otherwise make a claim against
12 Defendant or any of the Released Parties for any of the PAGA Claims and to be bound by the
13 release of the PAGA Claims as set forth in the Agreement.

14 3. Class Representative Enhancement Award. The Court finds the Class
15 Representative Enhancement Award of \$5,000.00, to be paid out of the Gross Settlement Amount
16 by Defendant to Plaintiff, to be reasonable and appropriate. The Class Representative
17 Enhancement Award is to be paid pursuant to the terms and provisions of the Agreement.

18 a. The rationale for granting enhancement awards is that the class representatives
19 should be compensated for the expense and risk incurred in conferring a benefit
20 on other class members. Such service payments are appropriate if they are
21 necessary to induce individuals to participate in the suit. Criteria courts may
22 consider include the: (1) risk in commencing this suit; (2) notoriety and personal
23 difficulties encountered; (3) amount of time and effort spent; (4) duration of the
24 litigation; and (5) personal benefit (or lack thereof) enjoyed.

25 b. The Court reviewed Plaintiff’s declaration outlining his involvement in the case.
26 Given the risks inherent in the services as the class representative, the duration of
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1 the case and time involved, and the benefits created for the Class, the Court
2 approves the Class Representative Enhancement Award of \$5,000.00.

3 4. Class Counsel's Attorneys' Fees and Litigation Costs. The Court finds Class
4 Counsel's Attorneys' Fees of \$39,000.00, to be paid out of the Gross Settlement Amount by
5 Defendant to Class Counsel, to be reasonable and appropriate. The Court also finds Class
6 Counsel's reimbursement of litigation costs and expenses of \$2,146.00, to be paid out of the Gross
7 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. Such fees
8 and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement.
9 Defendant shall not be required to pay for any other attorneys' fees, costs, or disbursements
10 incurred by Class Counsel or any other counsel representing Plaintiff or Class Members.
11 Defendant shall also not be required to pay for any other attorneys' fees, costs, or disbursements
12 incurred by Plaintiff or Class Members in connection with or related to this matter, Settlement,
13 administration of the Settlement, and/or Released Claims.

14 a. The Court has an independent right and responsibility to review the requested
15 attorneys' fees and only award so much as it determines reasonable. (See
16 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
17 127-28.) The Class Counsel Fees Payment of \$39,000.00 is thirty percent (30%)
18 of the common fund created for the benefit of the Class Members and is supported
19 by use of the percentage-fee method. (See *Laffitte v. Robert Half International,*
20 *Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved for the Class,
21 financial risk undertaken, novel and difficult nature of this litigation, skill required
22 to deal with these issues, percentage fees award in other cases, and contingent fees
23 charged in private marketplace, the Court finds the request for Class Counsel's
24 Attorneys' Fees is consistent with the legal marketplace, is reasonable, and is
25 approved.

26 b. The Court reviewed Kane Moon's declaration regarding the costs expended in the
27 prosecution of this case. Under the terms of the Settlement Agreement, Class
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1 Counsel may seek reimbursement of up to \$2,500.00 in litigation costs. The Court
2 finds Class Counsel expended \$2,146.00 in litigation costs and that such costs
3 were reasonable. The Court approves reimbursement of Class Counsel's litigation
4 costs and expenses of \$2,146.00 for the reimbursement of the costs and expenses
5 incurred by Class Counsel.

6 5. Settlement Administrator Costs. The Court finds the Settlement Administrator
7 Costs of \$7,000.00 to be paid out of the Gross Settlement Amount by Defendant to the
8 Administrator, to be reasonable and appropriate. The Settlement Administrator Costs is to be paid
9 pursuant to terms and provisions set forth in the Settlement Agreement.

10 a. The Court reviewed the declaration of William Argueta from CPT Group, Inc., the
11 Court-approved Settlement Administrator. The Court finds notice was provided to
12 the Class pursuant to the Preliminary Approval Order, constitutes the best
13 practicable notice to the Class, and satisfied due process. Therefore, the Court
14 approves the payment of the Settlement Administrator Costs of \$7,000.00 to the
15 Settlement Administrator for its services in administering the Settlement.

16 6. PAGA Amount. The Court finds the Private Attorneys General Act of 2004
17 ("PAGA") Amount of \$25,000.00, seventy-five percent (75%) of which (\$18,750.00) ("LWDA
18 Payment") will be paid out of the Gross Settlement Amount by Defendant to the California Labor
19 and Workforce Development Agency and twenty-five percent (25%) of which (\$6,250.00)
20 ("PAGA Payment") will be distributed to all PAGA Aggrieved Employees who were employed
21 by Defendant within the State of California at any time during the period from March 30, 2022
22 to May 31, 2024, pro rata, to be reasonable and appropriate. The PAGA Penalties are to be paid
23 pursuant to the terms of the Settlement Agreement.

24 7. Funding of the Gross Settlement Amount. On the Effective Date, Defendant shall
25 remit to the Settlement Administrator: (i) the Gross Settlement Amount of \$130,000.00, and (ii)
26 the employer's taxes for any portion of the Individual Settlement Payments designated as wages
27 (collectively, the "Settlement Fund"). The delivery by Defendant of the Settlement Fund to the
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1 Settlement Administrator will constitute the full and complete discharge of the entire obligation
2 of Defendant under this Agreement, unless anything reasonably further is requested by the
3 Settlement Administrator to ensure timely and proper disbursement.

4 8. Payments From the Gross Settlement Amount. The distribution of Individual
5 Settlement Payments to Participating Class Members and Aggrieved Employees will occur ~~no~~
6 *pursuant to the terms of the Settlement Agreement.* later than ten (10) calendar days after receipt of the Settlement Fund from Defendant ("Settlement
7 Proceeds Distribution Deadline"). The Settlement Administrator shall be deemed to have timely
8 distributed Individual Settlement Payments, including the Individual PAGA Payments, if it places
9 in the mail the Individual Settlement Payments for all Participating Class Members and the
10 Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution
11 Deadline. No person will have any claim against the Settlement Administrator, Defendant, Class
12 Counsel, Defendant's counsel, or any other agent designated by the Named Plaintiff or Class
13 Counsel based upon the distribution of Individual Settlement Payments made substantially in
14 accordance with this Agreement or further orders of the Court. The distribution of the LWDA
15 Payment, Attorneys' Fees and Costs, and the Enhancement Award shall occur no later than ten
16 (10) calendar days after the Settlement Administrator receives the Settlement Fund from
17 Defendant.

18 9. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
19 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
20 proposed Settlement was the product of arm's-length negotiations following extensive litigation,
21 discovery, and exchange of documentation. The Settlement was the result of extensive
22 negotiations by highly experienced counsel following exchange of informal discovery.

23 a. With respect to the fairness of the Settlement, there were no objections to the
24 Settlement nor any written opt-out requests for exclusion from the Settlement.

25 b. With respect to the benefit to the Class, the gross *average* Individual Class
26 Payment is about \$ 1,097.00, and the gross *highest* Individual Class Payment is
27 around \$2,680.73 under the proposed allocation.
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1 10. Uncashed Checks. Any checks issued by the Settlement Administrator to
2 Participating Class Members and Aggrieved Employees will be negotiable for at least one
3 hundred eighty (180) calendar days. Uncashed checks will be sent to the California State
4 Controller's Unclaimed Property Fund in accordance with California Unclaimed Property Law.

5 11. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
6 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
7 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
8 other necessary purpose, including, without limitation:

- 9 a. enforcing the terms and provisions of the Settlement Agreement and resolving any
10 disputes, claims, or causes of action in this matter that, in whole or in part, are
11 related to or arise out of the Settlement Agreement or this Order and Judgment;
12 b. entering such additional orders as may be necessary or appropriate to protect or
13 effectuate this Order and Judgment approving the Settlement Agreement, and
14 permanently enjoining Plaintiff from initiating or pursuing related proceedings, or
15 to ensure the fair and orderly administration of the Settlement Agreement; and
16 c. entering any other necessary or appropriate orders to protect and effectuate this
17 Court's retention of continuing jurisdiction.

18 The Motion for Final Approval of Class Action Settlement, Class Counsel's Attorneys'
19 Fees and Costs, and Class Representative Enhancement Award is GRANTED. The Settlement
20 Administrator is directed to carry out the terms of the Settlement Agreement forthwith. Plaintiff is
21 ordered to submit a final report on or before September 30, 2025 to the Court setting forth the
22 actual amounts paid to class members and other amounts disbursed pursuant to the terms of the
23 settlement and this order.

24 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
25 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769,
26 THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
27 ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY
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1 OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO
2 ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT
3 THEREON.

4 **IT IS SO ORDERED.**

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6 DATED: 3-11-25

William D. Claster
HONORABLE WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT