Electronically Received 07/28/2026 01:33 PM

DAILY ALJIAN LLP
Newport Beach, California

FILED
Superior Court of California
County of Los Angeles
07/31/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ISRAEL JACOBO PONCE DE LEÓN and ALFONSO GUZMAN individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

TURN AROUND COMMUNICATIONS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendant(s).

CASE NO.: 21STCV31565

Hon. Bruce G. Iwasaki, Presiding
Dept. SS-11

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

Date: July 21, 2026
Time: 11:00 a.m.
Dept.: SS-11

Action Filed: September 15, 2021

~~[PROPOSED]~~ ORDER

The Motion for Final Approval of Class Action and PAGA Settlement filed by Plaintiffs Israel Jacobo Ponce de León and Alfonso Guzman ("Plaintiffs") in the above-entitled action came on for hearing on July 21, 2026, at 11:00 a.m., in Department 11 of the above-captioned Court.

The Court issued its Tentative Ruling prior to the hearing, and no one has contested the Tentative Ruling. Accordingly, the Court adopts the Tentative Ruling as follows:

The Court GRANTS final approval and awards/approves as follows: (1) **$166,666.67** for attorney fees to Class Counsel, Daily Aljian LLP; (2) **$19,851.06** for attorney costs to Class Counsel; (3) enhancement awards of **$5,000 each** to the class representatives, Israel Jacobo Ponce de León and Alfonso Guzman; (4) **$7,500** (75% of $10,000 PAGA penalty) to the LWDA; and (5) **$12,950** for settlement administration costs to Phoenix Settlement Administrators.

Class Counsel is ordered to lodge a proposed Order consistent with this ruling and a separate judgment containing the class definition, release language, and a statement that no class members opted out of the settlement by July 28, 2026.

BACKGROUND

Plaintiffs Israel Jacobo Ponce de León and Alfonso Guzman sue their former employer, Defendant Turn Around Communications, Inc., for alleged wage and hour violations. Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

Plaintiff León filed the initial class action complaint on August 26, 2021, alleging seven causes of action for: (1) failure to pay wages, including minimum and overtime wages, (2) failure to provide meal breaks, (3) failure to provide rest breaks, (4) failure to reimburse business expenses, (5) failure to provide accurate itemized wage statements, (6) failure to pay wages at termination, and (7) violation of Business and Professions Code sections 17200, et seq.

On November 17, 2021, Plaintiff León filed the First Amended Complaint ("FAC"), which added Alfonso Guzman as a named plaintiff and added another cause of action for enforcement of Private Attorneys General Act of2004 (Lab. Code §§ 2698, et seq.).

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After amending the complaint, Plaintiffs and Defendant agreed to an informal exchange of data and documents prior to mediating in November 2022. Plaintiffs continued their investigation of disputed issues over the course of the following year. Concurrently, the Parties participated in ongoing settlement negotiations with the assistance of the mediator, which ultimately resulted in an agreement to settle the Action. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement* ("Settlement Agreement"), a copy of which was filed with the Court on February 18, 2025.

SETTLEMENT CLASS DEFINITION

- "Class" means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period, except for those employees deemed to be participating class members by the terms of the Amended Class Action Settlement Agreement and Stipulation in the matter of *Kinslow v. Turn Around Communications, Inc.,* Los Angeles Superior Court Case No. BC642609, who are excluded from the Class for the time period beginning on March 1, 2017, through March 7, 2019. (¶1.5)
- "Class Period" means the period from March 1, 2017, through August 22, 2023, except for Defendant's non-exempt employees who were deemed participating class members in the matter of *Kinslow v. Turn Around Communications, Inc.,* Los Angeles Superior Court Case No. BC642609, for whom the "Class Period" means the period from March 8, 2019, through August 22, 2023. (¶1.5)
- "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period. (¶1.4)
- "PAGA Period" means the period from March 1, 2020, through August 22, 2023. (¶1.31)
- "Participating Class Members" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.35)

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TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

The Gross Settlement Amount ("GSA") is **$500,000,** non-reversionary. (¶3.1)

- Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 726 Class Members and a total of 50,291 Workweeks during the Class Period and (2) there are 401 Aggrieved Employees who worked 13,827 PAGA Pay Periods during the PAGA Period. If the number of Class Members exceeds 726 by more than 5%, the Gross Settlement Amount will increase by $688.71 for each additional Class Member over and above 762 Class Members (i.e., above the 5% threshold). If the number of Workweeks worked by Class Members exceeds 50,291 by more than 5%, the GSA will increase by $9.94 for each additional Workweek over and above 52,805 workweeks (i.e., above the 5% threshold). If both the number of Class Members and Workweeks exceed the foregoing 5% thresholds, the GSA will increase based on the formula that results in the larger increase to the Gross Settlement Amount. Alternatively, Defendant can choose to move up the release period such that the workweeks do not exceed 52,805 and the number of class members does not exceed 762. (¶8)
- At final approval, the settlement administrator represents that Participating Class Members have worked a collective total of fifty thousand two hundred ninety-one (50,291) Workweeks during the Class Period. (Gonzalez Decl., ¶10.) Accordingly, the escalator provision was not triggered.

The Net Settlement Amount ("Net") estimated at preliminary approval ($267,383.33) is the GSA minus the following:

- Up to **$166,666.67** (33 1/3%) for attorneys' fees (¶3.2.2);
- Up to **$23,000** for attorneys' costs (*Ibid.*);
- Up to **$20,000 total [$10,000 each]** for a Service Payment to each class representative (¶3.2.1);
- Up to **$12,950** for costs of settlement administration (¶3.2.3); and
- Payment of **$10,000** PAGA Penalty (75% or $7,500 to the LWDA). (¶3.2.5)

Defendant will separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1) There is no claim form requirement. (¶3.1)

Individual Settlement Payment Calculation: Each Participating Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (¶3.2.5.1)
- Tax Allocation: Payment to the Class Members under this settlement shall be attributed as follows: 20% to wages, 80% to penalties and interest. (13.2.4.1) One hundred percent (100%) of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)

Response Deadline: "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom the Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired. (¶1.43) The same deadline applies to the submission of workweek disputes. (¶7.6)

- If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. (¶9)

Funding of the Settlement: Defendant has previously funded $88,809.53 of the Gross Settlement Amount, which is currently being maintained in Defense Counsel's trust account. Defendant shall fully fund the remaining $411,190.47 of the Gross Settlement Amount in 12 monthly installments of $32,500.00 per month ("Monthly Installment Amount") and a final installment of$21,190.47 ("Final Installment Amount") as follows: (a) the first payment of the Monthly Installment Amount will be for the month of October 2024, which shall be funded by October 31, 2024; (b) the second through twelfth payments of the Monthly Installment Amount shall be funded by the last date of each successive month (i.e., November 30, 2024, through September 30, 2025); and (c) the Final Installment Amount shall be funded by October 31, 2025. (¶4.3)

- Until the Administrator establishes a qualified settlement fund for this matter, all payments shall be payable into Defense Counsel's trust account to be held in trust. Within 5 business days after being notified that the qualified settlement fund has been established and receipt of the Administrator's payment instructions, Defense Counsel shall remit all amounts received from Defendant and held in trust to the qualified settlement fund. Defendant shall fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (*Id.*)
- At final approval, the settlement administrator represents that it is in receipt of funds from Defendant in the amount of $500,000.00, representing the Gross Settlement Amount. (Gonzalez Decl., ¶15.)

Distribution: Payments from the Gross Settlement Amount shall be made in three phases following the Effective Date: (a) the first phase shall prioritize distributions of the Individual Class Payments to Participating Class Members (including Plaintiffs), Individual PAGA Payments to Aggrieved Employees, and LWDA PAGA Payment to the LWDA; (b) the second phase shall prioritize distributions of the Class Representative Service Payments; and (c) the third phase shall prioritize distributions of the remaining amounts for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (¶4.5)

- As to the first phase, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, and the LWDA PAGA Payment within 14 days of the date on which the Administrator has received from Defendant sufficient funds to distribute the foregoing payments and received Defendant's share of payroll taxes. (*Id.*)
- As to the second phase, the Administrator will mail checks for the Class Representative Service Payments within 14 days of the date on which the Administrator has received from Defendant sufficient funds to distribute such payments. (*Id.*)
- As to the third phase, the Administrator will distribute the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment on a monthly pro rata basis within 7 days of the date of payment of the remaining Monthly Installment Amounts through the payment of the Final Installment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (*Id.*)

Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.5.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 3 84, subdivision (b). (¶4.5.3)

The settlement administrator will be Phoenix Class Action Administration Solutions. (¶1.2)

The proposed Settlement Agreement was submitted to the LWDA on October 25, 2024. (Daily Decl. ISO Prelim, Exhibit 5.)

Releases of Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶5)

- Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations in the Operative Complaint, which arose during the Class Period, including without limitation with respect to the following claims: (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal breaks; (3) failure to provide rest breaks; (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to pay wages at termination; (7) violation of the Unfair Competition Law; (8) violation of claims under sections 200,201,202,203, 226,226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 2800, 2802 of the California Labor Code, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described in the Operative Complaint, as well as any potential statutory penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. (¶5.2)
- Released PAGA Claims by Class Members Who Are Aggrieved Employees: All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the

Released Parties from all claims for PAGA penalties, attorney's fees, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in Plaintiffs' Operative Complaint and PAGA Notices (and any amendments thereto), arising during the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. (¶5.3)

- Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. (¶7.5.4)

- "Released Parties" means Defendant and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, registered DBAs, parents, subsidiaries, and affiliates. (¶1.41)
- Named Plaintiffs will additionally provide a general release and §1542 waiver. (¶5.1)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order of January 8, 2026 that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion.

Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class.

Reaction of the class members to the proposed settlement.

Number of Class Members: 725 (Gonzalez Decl., ¶3.)

Number of notice packets mailed: 725 (*Id.* at ¶5.)

Number of undeliverable notices: 0 (*Id.* at ¶6.)

Number of opt-outs: 0 (*Id.* at ¶7.)

Number of objections: 0 (*Id.* at ¶8.)

Number of participating class members: 725 (*Id.* at ¶10.)

Average individual payment: $386.94 (*Id.* at ¶13.)

Highest individual payment: $1,885.42 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel requests an award of **$166,666.67** in fees and **$19,851.06** in costs. (Memo ISO Final at 8:8-21.) The Settlement Agreement provides for up to $166,666.67 (33 1/3%) for attorney fees and $23,000 in costs. (¶3.2.2)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." *(Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (Memo ISO Final at p. 8.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Attorney	Rates	Hours	Totals
Justin E. D. Daily	$725	67.2	$48,720.00
Simon Kwak	$550	79.95	$43,972.50
Joanne Kim	$500	25.5	$12,750.00
Shelly D. Song	$525	34.9	$16,577.50
Joshua Klein	$475	91.7	$48,142.50
Totals		**299.25**	**$170,162.50**

(Declaration of Simon Kwak ISO Final, ¶59.)

Counsel's percentage-based fee request is lower than the unadjusted lodestar, and would represent application of a multiplier of approximately 0.98x to reach.

Here, the **$166,666.67** fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request award was provided to class members in the notice packet, and no one objected. (Gonzales Decl., ¶8, Exhibit A.)

As for costs, Class Counsel is requesting a cost amount of **$19,851.06**. This is less than the $23,000 cap provided for at preliminary approval, which was disclosed to Class Members in the Notice and not objected to. (Gonzalez Decl., ¶8, Exhibit A.) Counsel represents that they incurred $19,714.03 in actual costs and anticipate an additional $137.03 through final resolution of the case. Costs include, but are not limited to: filing fees, service of documents, expert fees, and mediation fees. (Kwak Decl. ISO Final, ¶¶62-63, Exhibit 3.) The costs incurred appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the recommendation is to award **$166,666.67** in fees and **$19,851.06** in costs.

D. Incentive Awards

The class representatives, Israel Jacobo Ponce de León and Alfonso Guzman, seek enhancement payments of **$5,000 each** for their contributions to the action. (Memo ISO Final at 9:5-9.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.)

Each Plaintiff represents that his contributions to this litigation include: participating in conversations with their attorneys, searching for and providing documents from their employment and reviewing them, describing Defendant's policies and practices, answering questions, assisting their attorneys in preparing for mediation and being available on the day of, and reviewing the settlement. (Declaration of Israel Jacobo Ponce de León ISO Final, ¶¶5-12; Declaration of Alfonso Guzman ISO Final, ¶¶ 5-12.)

Based on the above, as well as the benefits obtained on behalf of the class, the recommendation is to grant the enhancement payments in the amount of **$5,000** to each Plaintiff.

E. Settlement Administration Costs

The settlement administrator, Phoenix Settlement Administrators, is requesting **$12,950** for the costs of settlement administration. (Gonzalez Decl., ¶17.) This equals the estimated cost of $12,950 provided for in the settlement agreement (¶3.2.3) and disclosed to class members in the Notice, to which there were no objections. (Gonzalez Decl., ¶8, Exhibit A.) Based on the above, the recommendation is to award costs in the requested amount of **$12,950**.

IT IS SO ORDERED.

DATED: 07/31/2026

Judge of the Superior Court
Honorable Bruce G. Iwasaki

DAILY ALJIAN LLP
Newport Beach, California