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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 AND JUDGMENT OF FINAL APPROVAL

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

Action Filed: September 15, 2021

~~[PROPOSED]~~ ORDER AND JUDGMENT

WHEREAS, Plaintiffs Israel Jacobo Ponce de León and Alfonso Guzman ("Plaintiffs"), individually and on behalf of all others similarly situated, applied to this Court for an Order granting final approval of the settlement of this Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") entered into by Plaintiffs and Defendant Turn Around Communications, Inc. ("Defendant").

WHEREAS, a true and correct copy of the Settlement is attached as Exhibit 1 to the Declaration of Simon Kwak in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

WHEREAS, Plaintiff and Defendant shall be referred to herein as the "Parties".

WHEREAS, the Settlement provides for a release of claims of all members of the "Class" (*i.e.*, "Class Members") and all "Aggrieved Employees" as those terms are defined in the Settlement, the Preliminary Approval Order, and herein.

WHEREAS, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order") on January 8, 2026.

WHEREAS, pursuant to the Preliminary Approval Order, Phoenix Class Action Administration Solutions initiated the notice process by mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (*i.e.*, the Class Notice) by first-class mail to Class Members with an address on file in the Class Data.

WHEREAS, the deadline for Class Members to submit payment calculation disputes, written objections, or opt-out requests in response to the Class Notice expired on May 4, 2026.

WHEREAS, Plaintiffs' Motion for Final Approval came on for hearing before this Court on July 21, 2026, at 11:00 a.m., pursuant to California Rule of Court 3.769, the Preliminary Approval Order, the Settlement, and Notice Re: Continuance of Hearing and Order of July 7, 2026.

WHEREAS, the Court has considered Plaintiffs' unopposed Final Approval Motion, all supporting declarations and papers filed therewith, the records on file herein, and oral arguments and evidence presented in connection therewith.

DAILY ALJIAN LLP
Newport Beach, California

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiffs' Final Approval Motion is GRANTED.

2. Final judgment is hereby entered in conformity with the Settlement and this Order.

3. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Simon Kwak in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Declaration of Simon Kwak"). All terms defined in the Settlement shall have the same meaning in this Order.

4. The conditional class certification is hereby made final, and solely for purposes of effectuating the Settlement, the Court certifies the following Class:

> All non-exempt employees employed by Defendant at any time between March 1, 2017, through August 22, 2023, 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 *Leo Kinslow v. Turn Around Communications, Inc.*, Los Angeles Superior Court Case No. BC642609, who are excluded from the Settlement Class for the time period beginning on March 1, 2017 through March 7, 201.

The Court finds this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

5. The Court hereby approves and confirms Plaintiffs as Class Representatives.

6. The Court hereby approves and confirms the following attorneys as Class Counsel: Justin E. D. Daily, Reed Aljian, and Simon Kwak of Daily Aljian LLP.

7. The Court hereby approves and confirms Phoenix Cass Action Administration Solutions as the "Settlement Administrator" (also referred to herein as, the "Administrator").

8. On March 20, 2026, the Administrator mailed Class Notices to Class Members, which informed the Class Members of, *inter alia*, (a) the material terms of the Settlement; (b) their rights to receive an Individual Class Payment and to dispute the calculations provided in the Class Notice; (c) the right of only Class Members to comment on or object to the Settlement; (d) the right of only Class Members to request exclusion from the Settlement and pursue their own remedies; (e) the deadline of May 4, 2026, for Class Members to submit written objections or opt-out requests; and (f) the right of Class Members to appear in person. The Court finds that said notice was the best notice practicable under the circumstances and satisfied the requirements of California Rules of Court, Rule 3.769 and due process.

9. The Court finds that there were zero (0) individuals who submitted a timely request to be excluded as a member of the Class under the Settlement.

10. The Court finds that there were zero (0) written objections to the Settlement submitted by the Class, and no indication from any Class Member of his or her intent to appear before the Court. The response of the Class provides a further basis for the Court to make an informed ruling regarding the appropriateness of granting final approval of the Settlement.

11. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the Settlement only, the Court finds that (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of those of the Class; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) Plaintiffs, as the Class Representatives, have demonstrated their ability to fairly and adequately protect the interests of the Class; and (f) counsel of record for Plaintiffs are qualified to serve as counsel for the Class.

12. The Court finds that the terms of the Settlement are fair, reasonable, and adequate for purposes of final approval. The Court finds that the Parties conducted sufficient investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties continued to litigate the Action. Thus, the Court directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of an informed and non-collusive arm's-length negotiation facilitated by a neutral mediator.

13. The Court hereby approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount as set forth herein and the Settlement. Defendant shall fund the Gross Settlement Amount of $500,000.00 and its share of employer payroll taxes in accordance with the terms of the Settlement.

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14. As of the date that Defendant fully funds all monetary sums due under the Settlement, including the Gross Settlement Amount and all employer payroll taxes owed on the amount of the Individual Class Payment allocated to wages, the Released Parties shall be released from the Released Class Claims in accordance with the terms of the Settlement, which states as follows:

> 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.

The Court finds this release appropriately tailored to the factual allegations of the operative pleading.

15. The Court finds the Individual Class Payments to be paid to Participating Class Members are fair and reasonable and orders the Administrator to distribute these payments in accordance with the terms of the Settlement. The checks issued for Individual Class Payments shall be negotiable for one hundred eighty (180) days from the date of issuance.

16. The Settlement provides for the settlement and release of claims for civil penalties and other remedies under the Private Attorneys General Act of 2004, codified at Labor Code § 2698, *et seq.* ("PAGA") for civil for violations of the Labor Code. A PAGA settlement does not need to satisfy the requirements for class certification, but pursuant to Labor Code § 2699(s)(2), the Court must review and approve any proposed settlement of PAGA claims. Solely for purposes of effectuating the Settlement, the Court recognizes that the Settlement allocates a share of the Gross Settlement Amount to the settlement of the PAGA claim, which will be payable to "Aggrieved Employees" defined as follows:

> All non-exempt employees employed *by* Defendant in California at any time during the PAGA Period of March 1, 2020, through August 22, 2023.

17. As of the date that Defendant fully funds all monetary sums due under the Settlement, the Released Parties shall be released from the Released PAGA Claims in accordance with the terms of the Settlement, which states as follows:

> 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.

The Court finds that this release is appropriately tailored to the factual allegations of the operative pleading and written notices to the California Labor and Workforce Development Agency ("LWDA") with respect to the alleged PAGA claim.

18. The Court finds that an allocation of $10,000.00 for the settlement of the PAGA claim for payments of $7,500.00 (or 75% of the allocation) to the LWDA and $2,500.00 (or 25% of the allocation) on a pro rata basis to Aggrieved Employees is fair, reasonable, and appropriate. The Court approves and orders the payment of these amounts in accordance with the Settlement.

19. The Court finds that payment of any unclaimed residue of the common fund to the California Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee satisfies the requirements of California Code of Civil Procedure section 384. Upon the expiration of the 180-day check-cashing period for Individual Class Payments and Individual PAGA Payments, funds from uncashed checks shall be payable to the Unclaimed Property Fund.

20. The Court finds that Service Awards of $5,000.00 to each Class Representative, for a total of $10,000.00, are justified and reasonable. The Court approves and orders the payment of these amounts to the Class Representatives in accordance with the Settlement.

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21. The Court finds that an award of attorneys' fees in the amount of $166,666.67 to Class Counsel is fair and reasonable in light of the common fund created for the benefit of the Class. The Court approves and orders this amount to be paid to Class Counsel in accordance with the terms of the Settlement.

22. The Court finds that an award of Class Counsel's litigation costs of $19,851.06 is fair and reasonable. The Court approves and orders this amount to be paid to Class Counsel in accordance with the terms of the Settlement.

23. The Court finds that the expense of $12,950.00 for the Administrator's services in administering the Settlement is fair and reasonable. The Court approves and orders this amount to be paid in accordance with the Settlement.

24. A Compliance Hearing shall be held before the Court on April 28, 2027, at 9:00 a.m. By April 21, 2027, Plaintiffs shall submit to the Court a final distribution report setting forth the actual amounts paid to Class Members and other amounts disbursed pursuant to the Settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

25. Plaintiffs' report may be in the form of a declaration from the Administrator, which provides the following: (i) dates that checks were mailed or payments made; (ii) total number of checks mailed to Participating Class Members; (iii) total amount of those checks; (iv) the check-cashing deadline; (v) number of checks that remain uncashed; (vi) total value of those uncashed checks; and (vii) the estimated date of disposition of the unclaimed funds.

26. Except as otherwise provided for in this Order awarding Class Counsel's attorneys' fees and litigation costs and the terms of the Settlement, the Parties will bear their own attorneys' fees and costs.

27. Notwithstanding the matters addressed herein, all other terms and provisions of the Settlement are hereby ordered to be consummated.

28. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order.

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29. Pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over this Action, the Parties to the Action, and each of the Participating Class Members for all matters relating to this Action, and the Settlement, including, without limitation, the administration, interpretation, effectuation, and/or enforcement of the Settlement and this Order.

30. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice to the Class of the entry of this Order by posting a copy on the Administrator's website.

IT IS SO ORDERED.

DATED: 07/31/2026

Judge of the Superior Court
Honorable Bruce G. Iwasaki