

LAWYERS for JUSTICE, PC
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Stephanie Roseman (SBN 364057)
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MICHAEL TURINETTI, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

GEMOLOGICAL INSTITUTE OF
AMERICA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036003-CU-OE-CTL

[PROPOSED] JUDGMENT

Date: August 28, 2026
Time: 10:30 a.m.

Judge: Hon. Loren Freestone
Dept.: C-64

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FILED
Clerk of the Superior Court

AUG 28 2026

By: J. Virissimo, Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice (the "Agreement") and Motion for Class Counsel Fees and Costs
3 Award, and Service Award duly came on for hearing on August 28, 2026, before the above-titled
4 Court. The Parties, having settled this action and the Court having entered an Order Granting Motion
5 for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of
8 settlement. The Class is defined as all persons who have been employed by Defendant as a non-
9 exempt or hourly employee in the State of California at any time during the period of August 18,
10 2019, through December 5, 2024 (the "Class Period").

11 2. All persons who meet the foregoing definition are members of the Settlement
12 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class.
13 There are 959 Class Members who worked for Defendant during the Class Period. After providing
14 Notice to the Class, Apex has received zero objections and six requests for exclusion. The names of
15 the Class Members who requested exclusion are Tami Allen, Daniela Pacheco, Larissa Sobon,
16 Marcus Mendoza, Calvin Lim and Michael Craigton. The response deadline for submitting a request
17 to opt out from the Settlement was July 2, 2026.

18 3. Except as set forth in the Agreement, the Order Granting Motion for Final
19 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members
20 of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys'
21 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
22 Approval of Class Action and PAGA Settlement, and in this Final Judgment.

23 4. The Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
25 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
26 distribution of settlement benefits.

27 5. As of the date the Defendant funds the Gross Settlement Amount, by
28 operation of this Final Judgment, each Participating Class Member who has not validly opted out,

1 has released the “Released Class Claims” against the Defendant and all of the “Released Parties” as
2 set forth in the Agreement. The Participating Class Members, including Plaintiff, are bound by the
3 Agreement, the Order Granting Final Approval of Class Action and PAGA Settlement, and this
4 Final Judgment.

5 6. As used in paragraph 5 above, the quoted terms have the meanings set forth
6 below:

7 a. The Released Class Claims are defined as any and all claims arising
8 during the Class Period that were pled or could have been pled based on or which arise out of the
9 factual allegations in the Complaint, including, but not limited to, any claims for failure to pay
10 wages, including minimum wages and overtime and including but not limited to wages due based
11 on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime
12 wages) at the regular rate of pay, failure to provide meal periods, failure to authorize and permit rest
13 periods, short/late meal and rest periods, failure to relieve employees of all duties during meal and/or
14 rest periods, failure to pay for time worked off the clock during meal periods, failure to properly
15 compensate meal or rest break premiums at the regular rate of pay, failure to pay reporting time pay,
16 failure to provide at least one day of rest in a seven-day workweek, failure to furnish accurate wage
17 statements, failure to keep accurate records; failure to timely pay wages during employment, failure
18 to timely pay wages at separation, failure to reimburse for business expenses as well as claims
19 derivative and/or related to these claims; liquidated damages; conversion of wages; claims under
20 California Labor Code §§ 201-204, 218, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197,
21 1197.1, 1198, 2800, 2802, 2698, 2699; claims under the applicable IWC Wage Order, including
22 Wage Orders 4-2001 and 7-2001; and claims arising under Business and Professions Code section
23 17200 arising from the Labor Code violations released herein. Participating Class Members shall
24 further waive their right to pursue individual lawsuits as to any of the claims released herein against
25 the Released Parties to the extent such claims accrued during the Class Period.

26 b. The “Released Parties” means Defendant Gemological Institute of
27 America, Inc., and all of its current and/or former subsidiaries, parents, affiliates, joint ventures,
28 predecessors, insurers, agents, executive-level employees, successors, assigns, officers, officials,

1 governors, directors, attorneys, personal representatives, executors, and shareholders, including
2 their respective pension, profit sharing, savings, health, and other employee benefits plans of any
3 nature, the successors of such plans, and those plans' respective current or former trustees and
4 administrators, agents, employees, and fiduciaries.

5 7. As of the date that Defendant fully funds the Gross Settlement Amount, by
6 operation of this Final Judgment, the Plaintiff, the Labor and Workforce Development Agency
7 ("LWDA"), the State of California, and each "Aggrieved Employee" has released the Released
8 Parties from the "Released PAGA Claims" for the "PAGA Period" as set forth in the Agreement.
9 Plaintiff, the Aggrieved Employees, the LWDA, and the State of California are bound by the
10 Agreement, the Order Granting Final Approval of Class Action and PAGA Settlement, and this
11 Final Judgment.

12 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
13 below:

14 (a) The Aggrieved Employees are defined as all persons who have been
15 employed by Defendant as a non-exempt or hourly employee in California at any time during the
16 PAGA Period.

17 (b) The "PAGA Period" is defined as the period from June 14, 2022, through
18 December 5, 2024.

19
20 (c) The Released PAGA Claims are defined as all claims for penalties under
21 PAGA during the PAGA Period that were or could have been alleged in the Actions based on the
22 facts or claims alleged in any version of the Complaint and/or the LWDA Letter irrespective of the
23 underlying theory of recovery supporting the claim for PAGA penalties. This includes, but is not
24 limited to, PAGA claims based on California Labor Code sections § 201-204, 218, 226, 226.7, 510,
25 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699; and the applicable
26 IWC Wage Orders, including Wage Orders 4-2001 and 7- 2001. The release of claims shall include
27 a Civil Code Section 1542 release as to the released claims only.
28

1 9. This Court hereby grants final approval and awards the following: (i) \$701,752.26
2 for Class Counsel Fees and Costs Award comprised of attorneys' fees totaling thirty-five percent of
3 the Gross Settlement Amount, or Six Hundred Ninety-One Thousand Two Hundred and Fifty
4 Dollars and Zero Cents (\$691,250.00) and actual costs and expenses in the amount of \$10,502.26;
5 (ii) the Service Award to Class Representative, Michael Turinetti of Two Thousand Five Hundred
6 Dollars and Zero Cents (\$2,500.00); (iii) Twelve Thousand, Five Hundred Dollars and Zero Cents
7 (\$12,500.00) to Apex Class Action LLC for the Settlement Administration Costs; and (iv) One
8 Hundred Ninety Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$198,750.00) (75%
9 of the PAGA Payment) to the Labor and Workforce Development Agency; and Sixty Six Thousand
10 Two Hundred Fifty Dollars and Zero Cents (\$66,250.00) (25% of the PAGA Payment) allocated to
11 Aggrieved Employees.

12
13 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
14 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
15 section 2699(s)(3).

16
17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
18 **ORDERED.**

19 DATED: 8/28/2026
20

21
22 
23 Judge, Superior Court for the State of California,
County of San Diego

24 **LOREN G. FREESTONE**
25
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