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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] ORDER GRANTING FINAL
APPROVAL**

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-entitled
4 Court. Zakay Law Group, APLC, JCL Law Firm, APC, and Lawyers *for* Justice, P.C. appeared on
5 behalf of Plaintiff MICHAEL TURINETTI ("Plaintiff"). Seyfarth Shaw LLP appeared on behalf of
6 Defendant GEMOLOGICAL INSTITUTE OF AMERICA, INC. ("Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-
15 00036003-CU-OE-CTL, entitled *Michael Turinetti v. Gemological Institute of America, Inc.*, and
16 over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On April 7, 2026, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class, defined as all current and former non-exempt employees who worked
22 for Defendant in California at any time between the period of August 18, 2019, through December
23 5, 2024 (the "Class Period").

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on May 18, 2026.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the Class Members. The Court finds that the Notice Packet provided fully
2 satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

3 5. The Response Deadline for opting out or objecting was July 2, 2026. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. Zero Class Members objected. Six Class Members requested exclusion.
6 The names of the Class Members who requested exclusion are Tami Allen, Daniela Pacheco, Larissa
7 Sobon, Marcus Mendoza, Calvin Lim and Michael Craigton.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$1,975,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the parties. There is no evidence of any collusion between the parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all Parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. Zero objections were received. Six requests for exclusion were
21 received. The names of the Class Members who requested exclusion are Tami Allen, Daniela
22 Pacheco, Larissa Sobon, Marcus Mendoza, Calvin Lim and Michael Craigton.

23 e. The participation rate is high. 99.37% of Class Members will be
24 participating in the Settlement and will be sent Individual Class Payments.

25 7. The consideration to be given to the Participating Class Members under the
26 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
27 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
28

1 release of the Released Class Claims, given the uncertainties and risks of the litigation and the delays
2 which would ensue from continued prosecution of the Action.

3 8. The Agreement is finally approved as fair, adequate, and reasonable and in
4 the best interests of the Participating Class Members.

5 **PAGA Payment**

6 9. The Agreement provides for a PAGA Payment in the amount of \$265,000.00.
7 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Settlement
8 and the allocation of \$198,750.00 to LWDA and \$66,250.00 to the Aggrieved Employees is fair and
9 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
10 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section
11 2699(s)(2).

12 **Class Counsel Fees and Costs Award**

13 10. The Agreement provides for a Class Counsel Fees and Costs Award in the
14 amount of up to \$716,250.00. This is comprised of Class Counsel's Fees of \$691,250.00 which is
15 equal to thirty-five percent of the Gross Settlement Amount, and reimbursement of costs and
16 expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

17 11. A Class Counsel Fees and Costs Award of \$716,250.000 is reasonable in light
18 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested attorneys' fee award represents thirty five percent (35%)
20 of the common fund, which is reasonable and at the low end of the range for fee awards in common
21 fund cases and is supported by Class Counsel's lodestar.

22 **Service Award**

23 12. The Agreement provides for a Service Award of up to \$2,500 for Plaintiff,
24 subject to the Court's approval. The Court finds that the amount of \$2,500 is reasonable in light of
25 the risks and burdens undertaken by Plaintiff in this class action litigation.

26 **Administration Expenses Payment**

27 13. The Agreement provides for Administration Expenses Payment to be paid in
28 an amount not to exceed \$12,500.00. The Declaration of the Administrator provides that the actual

1 claims administration expenses were \$12,500.00. The amount of this payment is reasonable in light
2 of the work performed by the Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include:

8 All persons who have been employed by Defendant as a non-exempt or hourly
9 employee in the State of California at any time during the period of August 18,
10 2019, through December 5, 2024.

11 1. There are 953 members of the Class. Every person in the Class who did not
12 opt out is a Participating Class Member. After providing Notice to the Class, there are six opt-outs
13 to the Settlement. The name of the Class Members who requested exclusion are Tami Allen, Daniela
14 Pacheco, Larissa Sobon, Marcus Mendoza, Calvin Lim and Michael Craigton. The deadline for
15 submitting a request to opt out from the Settlement was July 2, 2026.

16 2. The Agreement is hereby approved as fair, reasonable, adequate, and in the
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
18 this Order and the terms of the Agreement.

19 3. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
20 exchange, the Participating Class Members shall release Defendant and its current and/or former
21 subsidiaries, parents, affiliates, joint ventures, predecessors, insurers, agents, executive-level
22 employees, successors, assigns, officers, officials, governors, directors, attorneys, personal
23 representatives, executors, and shareholders, including their respective pension, profit sharing,
24 savings, health, and other employee benefits plans of any nature, the successors of such plans, and
25 those plans' respective current or former trustees and administrators, agents, employees, and
26 fiduciaries. (the "Released Parties") from the Released Class Claims and the Aggrieved Employees
27 shall release the Released Parties from the Released PAGA Claims.

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

20 b. The Released PAGA Claims are defined as all claims for penalties
21 under PAGA during the PAGA Period that were or could have been alleged in the Actions based on
22 the facts or claims alleged in any version of the Complaint and/or the LWDA Letter irrespective of
23 the underlying theory of recovery supporting the claim for PAGA penalties. This includes, but is
24 not limited to, PAGA claims based on California Labor Code sections § 201-204, 218, 226, 226.7,
25 510, 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 4. Class Counsel are awarded a Class Counsel Fees and Costs Award of
2 \$701,752.26. This Class Counsel Fees and Costs Award is comprised of attorneys' fees in the
3 amount of Six Hundred Ninety-One Thousand Two Hundred Fifty Dollars and Zero Cents
4 (\$691,250.00) and reimbursement of actually incurred costs and expenses in the amount of
5 \$10,502.26.

6 5. Class Counsel shall not seek or obtain any other compensation or
7 reimbursement from Defendant, Plaintiff, or members of the Class.

8 6. The payment of the Service Award to Plaintiff in the amount of \$2,500.00 is
9 approved.

10 7. The payment of \$12,500.00 to the Settlement Administrator for the
11 Settlement Administration Costs is approved.

12 8. The PAGA Payment of \$265,000.00 is hereby approved as fair, reasonable,
13 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
14 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arm's-length, absent any
15 fraud or collusion.

16 9. Final Judgment is hereby entered in this action. The Final Judgment shall
17 bind each Participating Class Member.

18 10. Final Judgment shall also bind Plaintiff, the State of California, the LWDA,
19 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

20 11. The term "Aggrieved Employees" is hereby defined as all persons who have
21 been employed by Defendant as a non-exempt or hourly employee in California at any time from
22 June 14, 2022, through December 5, 2024.

23 12. The Court further finds and determines that Class Counsel satisfied
24 California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of
25 claims arising under the Private Attorney General Act ("PAGA") on March 11, 2026 and again on
26 August 3, 2026.

1 13. The Court orders Class Counsel to comply with California Labor Code §
2 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

4 14. The Agreement is not an admission by Defendant, nor is this Final Approval
5 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
6 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
7 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
8 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
9 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
10 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
11 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
12 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
13 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
14 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
15 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
16 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
17 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
18 or issue preclusion or similar defense as to the claims being released by the Settlement.

19 15. Notice of entry of this Final Approval Order and Judgment shall be given to
20 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
21 of entry of this Final Approval Order and Judgment to individual Participating Class Members, and
22 the Final Approval Order and Judgment shall be posted on Administrator's website, as indicated in
23 the Notice Packet.

24 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
25 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
26 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
27 connection with the distribution of settlement benefits.

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17. The Court sets an Order to Show Cause Re: Compliance with the Terms of the Settlement for _____ at _____ p.m./a.m. A declaration from the Administrator shall be filed in advance of the hearing advising the Court of the status of the distribution of settlement.

18. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: 8/28/2016



JUDGE OF THE SUPERIOR COURT
LOREN G. FREESTONE