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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
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 3, 2026
Time: 10:30 a.m.

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

1 This matter having come before the Honorable Judge Loren Freestone of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on April 3, 2026 with Shani
3 O. Zakay, Esq. of the Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 APC, and Arby Aiwarzian, Esq., Joanna Ghosh, Esq., Vartan Madoyan, Esq., and Helene Mayer, Esq.,
5 of Lawyers for Justice, PC (collectively “Class Counsel”) as counsel for Plaintiff Michael Turinetti
6 (“Plaintiff”), and Michael Sigall, Esq. of Seyfarth Shaw LLP, appearing for Defendant Gemological
7 Institute of America, Inc., (“Defendant”). The Court, having carefully considered the briefs, arguments
8 of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
9 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
12 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
13 copy of which is attached to the Declaration of Shani O. Zakay, Esq. as **Exhibit “1”**. This is based on
14 the Court’s determination that the Settlement Agreement is within the range of possible final approval,
15 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
16 Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendant shall pay is One Million Nine Hundred Seventy-Five Thousand Dollars and Zero Cents
21 (\$1,975,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
22 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
23 of further litigation relating to certification, liability, and damages issues. It further appears that
24 investigation and research have been conducted such that counsel for the Parties are able to reasonably
25 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
26 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
27 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
28 the result of intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Fees and Costs Award in an amount not to exceed
8 \$716,250.00, comprised of up to thirty-five percent (35%) of the Gross Settlement Amount for
9 attorney's fees, currently estimated to be \$691,250.00 and litigation expenses not to exceed \$25,000.00.
10 Plaintiff also seeks a proposed Service Award to the Class Representative Michael Turinetti, in an
11 amount of not more than Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). While these
12 awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel
13 Fees and Costs Award or Service Award until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 “All persons who have been employed by Defendant as a non-exempt or
19 hourly employee in the State of California at any time during the period
20 beginning August 18, 2019, through December 5, 2024, or if applicable, the
21 Alternate End Date (“Class Period”).”

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
28 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints Plaintiff Michael Turinetti as the representative of the
5 Class.

6 9. The Court provisionally appoints Shani O. Zakay, Esq. of the Zakay Law Group, APLC,
7 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Arby Aiwazian, Esq., Joanna Ghosh,
8 Esq., Vartan Madoyan, Esq., and Helene Mayer, Esq., of Lawyers for Justice, PC, as Class Counsel for
9 the Class Members.

10 10. The Court hereby approves, as to form and content, the Proposed Notice of Settlement
11 of Class Action and Final Approval Hearing (“Notice Packet”) attached to the Settlement Agreement
12 as **Exhibit “A”**. The Court finds that the Notice Packet appears to fully and accurately inform the
13 Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
14 including the right of any Class Member to be excluded from the Class by submitting a written request
15 for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court
16 further finds that the distribution of the Notice Packets substantially in the manner and form set forth
17 in the Agreement and this Order meets the requirements of due process, is the most reasonable notice
18 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Notice Packets by first class mail, pursuant to the terms set forth in
20 the Agreement.

21 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
22 twenty (20) calendar days of the entry of the Preliminary Approval Order, Defendant shall provide the
23 Settlement Administrator with the Class Data, including information regarding Class Members that
24 Defendant will in good faith compile from its records, including each Class Member’s full name, last-
25 known address, last known telephone number, Social Security number, start and end dates of
26 employment for each Class Member, the number of workweeks worked by each Class Member, and
27 the number of pay periods worked by each Aggrieved Employee. No later than fourteen (14) days after
28 receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Notice

1 Packet to all Class Members via first class U.S. Mail.

2 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
3 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
4 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
5 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
6 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
7 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
8 not more than fourteen (14) days from the original Response Deadline. Any such person who chooses
9 to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
10 under the Settlement and will not be bound by the class portion of the Settlement, or have any right to
11 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
12 by all determinations of the Court, the Agreement, and Judgment.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days
17 from the date the Settlement Administrator mails the Notice Packet to postmark their written objections
18 to the Settlement Administrator.

19 14. A hearing on Plaintiff's Motion for Final Approval of Class Action Settlement and
20 Plaintiff's Motion for Class Counsel Fees and Costs Award and Service Award shall be held before
21 this Court on _____ at _____ **AM/PM** in Department C-64 of
22 the San Diego County Superior Court to determine all necessary matters concerning the Settlement,
23 including: whether the proposed settlement of the Action on the terms and conditions provided for in
24 the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
25 an Order Granting Final Approval should be entered herein; whether the plan of allocation contained
26 in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally
27 approve the Class Counsel Fees and Costs Award, Service Award, and the Settlement Administration
28 Costs.

1 15. In the event the Settlement does not become effective in accordance with the terms of the
2 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
3 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
5 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
6 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
7 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
8 is not approved.

9 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
10 and all dates provided for in the Agreement without further notice to Class Members and retains
11 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
12
13
14

15 Dated: _____

JUDGE OF THE SUPERIOR COURT