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FILED
Superior Court of California
County of Los Angeles
08/04/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIZABETH ROMERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

L.A. GEM AND JEWELRY DESIGN, INC.; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV31782

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Lisa Mullins, and the Declaration of Plaintiff]*

PRELIMINARY APPROVAL HEARING:

Date: August 4, 2026
Time: 9:00 a.m.
Dept.: 17
Judge: Hon. Laura A. Seigle

Action Filed: December 3, 2024
FAC Filed: February 6, 2025
Trial Date: Not set

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1 Payment to Plaintiff of not more than \$7,500.00.¹

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
6 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
11 requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement, the
13 Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Administration Expenses
14 Payment, the PAGA Penalties, and the Class Representative Service Payment should be finally
15 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
16 accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class
18 (the "Class"): all current and former hourly-paid or non-exempt employees of Defendant in California
19 employed during the Class Period. The "Class Period" means December 3, 2020, through February
20 19, 2026. Excluded from the Class will be any Class Member who opts out of the Settlement by
21 sending the Administrator a valid and timely Request for Exclusion, pursuant to the instructions
22 provided in the Class Notice.

23 6. The Court identifies, for settlement purposes only, the following individuals (the
24 "Aggrieved Employees"): all current and former hourly-paid or non-exempt employees of Defendant in
25 California employed during the PAGA Period. The "PAGA Period" means November 29, 2023,
26 _____

27 ¹ Pursuant to ¶ 4.3 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
28 \$425,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
funds to the Administrator within thirty (30) days of the Effective Date. (Settlement, ¶ 4.3.)

1 through February 19, 2026.

2 7. The Court finds, for settlement purposes only, that the Class meets the
3 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
4 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
5 common, or of general interest, to all Class Members, which predominate over individual issues;
6 (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class
7 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
8 action is superior to other available methods for the fair and efficient adjudication of the
9 controversy.

10 8. **Releases of Claims.** Effective on the date Defendant fully funds the entire Gross
11 Settlement Amount and separately pays all employer payroll taxes, Plaintiff, Participating Class
12 Members, and Aggrieved Employees will release claims against the Released Parties as follows:
13 (Settlement, ¶ 5.)

14 a. Released Parties. "Released Parties" means: Defendant and each of its former and/or
15 present directors, officers, shareholders, owners, members, attorneys, insurers,
16 predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other
17 entities that could be considered to have jointly employed the Class Members or PAGA
18 Group (including, without limitation, any investment bankers, accountants, insurers,
19 reinsurers, attorneys and any past, present or future officers, directors and employees). (*Id.*
20 at ¶ 1.40.)

21 b. Plaintiff's Release. Plaintiff, on behalf of herself and her former and/or present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally release and discharge Released Parties from all claims, transactions, or
24 occurrences, including, but not limited to all claims that were or reasonably could have
25 been alleged based on the facts contained in the Operative Complaint (including (1)
26 Failure to Pay Minimum and Regular Wages; (2) Failure to Pay Overtime
27 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and
28 Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure

1 to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized
2 Wage Statements; (8) Unfair Business Practices; (9) Civil Penalties Under PAGA,
3 including any claims of any Labor Code violations alleged in Plaintiff's PAGA Notice,
4 ascertained during the Action and released under Section 5.3 below, and/or that would
5 make Plaintiff an "Aggrieved Employee" during the PAGA Period ("Plaintiff's
6 Release"). (*Id.* at ¶ 5.1.)

7 1) Plaintiff's Release does not extend to any claims or actions to enforce
8 this Agreement, or to any claims for vested benefits, unemployment benefits,
9 disability benefits, social security benefits, or workers' compensation benefits
10 that arose at any time, or based on occurrences outside the Class Period.
11 Plaintiff acknowledges that Plaintiff may discover facts or law different from,
12 or in addition to, the facts or law that Plaintiff now knows or believes to be true
13 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
14 all respects, notwithstanding such different or additional facts or Plaintiff's
15 discovery of them. (*Id.* at ¶ 5.1.1.)

16 2) Plaintiff's Waiver of Rights Under California Civil Code § 1542: For
17 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
18 provisions, rights, and benefits, if any, of Section 1542 of California Civil Code,
19 which provides: A general release does not extend to claims that the creditor or
20 releasing party does not know or suspect to exist in his or her favor at the time of
21 executing the release, and that if known by him or her would have materially
22 affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

23 c. Release by Participating Class Members: All Participating Class Members, including
24 those who may not be Aggrieved Employees under PAGA, are deemed to release all
25 claims under state, federal, or local law, arising out of the claims expressly pleaded in
26 the Operative Complaint in the Action and all other claims, such as those under the
27 California Labor Code, Wage Orders, regulations, and/or other provisions of law, that
28 could have been asserted based on the facts pleaded in the Operative Complaint in the

1 Action for: (1) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (2)
2 failure to pay overtime wages under Labor Code Sec. 510, 1194, 1198; (3) failure to
3 provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7,
4 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor
5 Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec.
6 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 201 –
7 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec.
8 226; and (8) violation of California’s unfair competition law under Business and
9 Professions Code Sec. 17200, *et seq.* Except as set forth in Section 5.3 of this
10 Agreement, Participating Class Members do not release any other claims, including
11 claims for vested benefits, wrongful termination, violation of the Fair Employment and
12 Housing Act, unemployment insurance, disability, social security, or workers’
13 compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

14 d. PAGA Released Claims: The Aggrieved Employees, including Plaintiff, the LWDA,
15 and the State of California are deemed to release all claims for civil penalties under
16 PAGA, based upon all underlying wage-and-hour claims under state, federal, or local
17 law, which arise out of the claims expressly pleaded in Plaintiff’s Operative Complaint
18 or her November 29, 2024 PAGA Notice Letter, and all other claims, such as those
19 under the California Labor Code, Wage Orders, regulations, and/or other provisions of
20 law, that could have been asserted based on the facts pleaded in the Operative
21 Complaint, including, but not limited to California Labor Code sections 98.6, 201, 202,
22 203, 204, 210, 216, 218, 222, 225.5, 226, *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246,
23 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194,
24 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* 2802, 2804, and 2810.5.
25 In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969
26 (2009), because Plaintiff’s action under PAGA functions as a substitute for an action
27 by the government itself, any judgment will be binding not only on the Plaintiff but
28 also on government agencies and any other Aggrieved Employee not a party to the

1 proceeding. Thus, non-party employees who are Aggrieved Employees cannot sue to
2 recover additional civil penalties for the same Labor Code violations released (but may
3 sue for damages or other remedies for the same violations). (*Id.* at ¶ 5.3.)

4 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
5 definitions as set forth in the Settlement.

6 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
7 Representative. The Court approves, on a preliminary basis, a Class Representative Service
8 Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the
9 amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing
10 services in support of the Action. To the extent the final amount awarded is less than the amount
11 requested, the remainder will be allocated to the Net Settlement Amount for distribution to
12 Participating Class Members.

13 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
14 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
15 to request attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated
16 to be \$141,666.67), as well as reimbursement for actual costs not to exceed \$25,000.00. To the
17 extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the
18 amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution
19 to Participating Class Members.

20 12. The Court appoints ILYM Group Inc. as the Administrator with payment from the
21 Gross Settlement Amount for reasonable administration costs not to exceed \$10,000.00, except
22 upon a showing of good cause and as approved by the Court. To the extent administration costs
23 are less, the remainder will be allocated to the Net Settlement Amount for distribution to
24 Participating Class Members.

25 13. The Administrator shall perform services and duties as provided for in the
26 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class
27 Members shall not be required to submit a claim form in order to receive individual settlement
28 payments.

1 14. The Court approves, as to form and content, the *Notice of Class and Representative*
2 *Action Settlement* (the “Class Notice”) attached to the Settlement as **Exhibit A** and incorporated
3 by reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class
4 Notice satisfies due process, provides the best notice practicable under the circumstances, and
5 constitutes due and sufficient notice to all persons entitled thereto.

6 15. The obligations set forth in the Settlement are deemed part of this Preliminary
7 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
8 Agreement according to its terms and provisions.

9 16. The Court orders the following Implementation Schedule:

10 Defendants to provide the Administrator 11 with the Class Data	Within 14 calendar days after the Court signs the Preliminary Approval of the Settlement
12 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
13 Response and Opt-Out Deadline	Within 45 calendar days after mailing (plus an additional 10 calendar days for any re-mailed Class Notices)
14 Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
15 Final Approval Hearing	December 21, 2026 at 9 a.m.

16 17. The Court reserves the right to continue the date of the Final Approval Hearing without
17 further notice to Class Members.

18 18. The Court further orders that, pending further order of this Court, all proceedings in this
19 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

20 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
21 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
23 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
24 or enforce the Settlement.
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1 **IT IS SO ORDERED.**

2 DATED: 08/04/2026



Laura A. Seigle

The Honorable Laura A. Seigle
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge