

8/24/2020

1 Justian Jusuf – State Bar No. 201507  
2 **LAW OFFICE OF JUSTIAN JUSUF, APC**  
3 17011 Beach Blvd., Suite 900  
4 Huntington Beach, California 92647  
5 Phone: (714) 274-9815  
6 Fax: (714) 362-3148

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 01 2020

S. Salazar *LS*

7 Sahag Majarian II – State Bar No. 146621  
8 **LAW OFFICES OF SAHAG MAJARIAN II**  
9 18250 Ventura Blvd.  
10 Tarzana, California 91356  
11 Phone: (818) 609-0807  
12 Fax: (818) 609-0892

13 Attorneys for Plaintiff JOHN GONZALEZ,  
14 individually and on behalf of others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF RIVERSIDE**

17 JOHN GONZALEZ, individually and on behalf ) CASE NO.: RIC1712039  
18 of others similarly situated, )

19 Plaintiff,

) CLASS ACTION

20 vs.

) Assigned For All Purposes To:  
) Judge: Hon. Sunshine S. Sykes  
) Dept.: 6

21 VACATION INTERNATIONALE; and DOES )  
22 1 through 50, )

23 Defendants. )

) **[PROPOSED] ORDER GRANTING**  
) **FINAL APPROVAL OF CLASS ACTION**  
) **SETTLEMENT AND JUDGMENT**  
) **THEREON**

) Complaint Filed: June 30, 2017

**C41**

SEP 02 2020

**R**

1 Plaintiff John Gonzalez ("Plaintiff") and Defendant Vacation Internationale, Inc., a  
2 Washington Corporation ("Defendant") (collectively the "Parties") have reached a class action  
3 settlement, subject to Court approval, pursuant to California Rule of Court 3.769 *et seq.*

4 The terms and conditions of the settlement ("Agreement" or "Settlement Agreement") are  
5 set forth in the Amended Stipulation of Class Action Settlement, a copy of which was submitted  
6 on July 19, 2019 as Exhibit 1 to the Declaration of Justian Jusuf in Support of Preliminary  
7 Approval of the Class Action Settlement, as further amended by the Amendment To Settlement  
8 Agreement, a copy of which was submitted as Exhibit A to the Supplemental Declaration of  
9 Justian Jusuf on September 25, 2019.

10 On July 29, 2019, the Court granted preliminary approval of the Settlement.

11 Plaintiff has filed a motion for final approval of the Settlement.

12 After considering all submissions and arguments presented, **IT IS HEREBY ORDERED,**  
13 **ADJUGED AND DECREED:**

14 1. The Court hereby GRANTS final approval of the class action settlement upon the  
15 terms and conditions set forth in the Agreement.

16 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

17 **Any and all persons who have been employed by Vacation Internationale in**  
18 **California as hourly, non-exempt employees, who worked overtime and received**  
19 **incentive/bonus pay at any time between June 30, 2013 and June 30, 2018 (the**  
20 **Class Period).**

21 3. The Court hereby appoints Plaintiff John Gonzalez as Class Representative for  
22 settlement purposes.

23 4. The Court hereby appoints Justian Jusuf of Law Office of Justian Jusuf APC and  
24 Sahag Majarian II of Law Offices of Sahag Majarian II as Class Counsel for settlement purposes.

25 5. The Court hereby approves the terms of the Settlement, and finds that the  
26 settlement is, in all respects, fair, adequate and reasonable. In making this finding, the Court  
27 considered the nature of the claims and the risks inherent in such claims, the monetary benefit  
28 available to the Class Members, Defendant's potential liability and defenses, and the fact that a  
settlement represents a compromise of the Parties' respective positions rather than the result of a

1 finding of liability at trial. The Court further finds that the terms of the Agreement have no  
2 obvious deficiencies and do not improperly grant preferential treatment to Plaintiffs, or any  
3 member of the Class. Therefore, the Court finds that the Settlement was entered into in good  
4 faith.

5         6.       The Court finds that the Settlement has been reached as a result of intensive,  
6 serious and non-collusive, arms-length negotiations. The Court further finds that the Parties have  
7 conducted extensive investigation and research and counsel for the Parties are able to reasonably  
8 evaluate their respective positions. The Court also finds that settlement at this time will avoid  
9 additional substantial costs, as well as avoid the delay and risks that would be presented by the  
10 further prosecution of the Action. The Court has noted the significant benefits to the Class  
11 Members under the Settlement.

12         7.       The distribution of the Notice of Class Settlement as set forth in the Agreement and  
13 the October 9, 2019 Order Granting Preliminary Approval of the Settlement has been completed in  
14 conformity with the Order. The Notice of Class Settlement provided adequate notice of the  
15 proceedings and about the case, including the proposed settlement terms as set forth in the  
16 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The Notice  
17 of Class Settlement was sent via U.S. Mail to all persons entitled to such notice and to all Class  
18 Members who could be identified through reasonable effort. As executed, the Notice of Class  
19 Settlement was the best notice practicable under the circumstances.

20         8.       All Class Members who did not opt out of the Settlement shall be bound by the  
21 releases provided in the Agreement and the Notice of Class Action Settlement. As set forth in the  
22 Agreement and in the Notice, the Released Claims include any and all claims asserted in the  
23 complaint filed on June 30, 2017 in this Action, as amended by the First Amended Complaint,  
24 filed on July 7, 2017, based on the facts alleged therein arising during the Class Period, including  
25 claims for alleged failure to pay overtime wages at legally required rates of pay, failure to timely  
26 and fully pay all wages due at the end of employment (sometimes referred to as "waiting time  
27 penalties"), failure to provide accurate wage statements, in alleged violations of Labor Code §§  
28 200, 201, 201, 203, 226, 510, and 1194. The Released Claims also include the derivative claims

1 for violation of California Business and Professions Code § 17200, *et seq.* based on the foregoing  
2 alleged Labor Code violations.

3 9. The Court hereby approves Phoenix Class Action Administration Solutions having  
4 served as the Settlement Administrator and approves its fees and costs in the amount of \$4,000.00  
5 (Four Thousand Dollars), to be paid out of the Settlement Fund.

6 10. The Court hereby approves an Enhancement Award in the amount of \$5,000.00  
7 (Five Thousand Dollars) to Plaintiff/Class Representative John Gonzalez, to be paid out of the  
8 Settlement Fund.

9 11. The Court hereby approves an award of reasonable attorneys' fees to Class Counsel  
10 in the amount of \$15,000.00 (Fifteen Thousand Dollars), \$3,750.00 (Three Thousand Seven  
11 Hundred Fifty Dollars) is payable to the Law Offices of Sahag Majarian II and \$11,250.00 (Eleven  
12 Thousand Two Hundred Fifty Dollars) is payable to the Law Office of Justian Jusuf APC, and  
13 reimbursement of costs and expenses they incurred in this Action in the amount of \$4,802.75  
14 (Fourteen Thousand Eight Hundred Two Dollars and Seventy-Five Cents), payable to the Law  
15 Office of Justian Jusuf APC, to be paid out of the Settlement Fund. Defendant does not oppose  
16 these amounts. The Court finds that these amounts are fair and reasonable under the  
17 circumstances both under the common fund approach and the lodestar approach.

18 12. The Court hereby orders the Parties to implement the terms of the Agreement, and  
19 directs the Settlement Administrator to implement the terms of the Settlement, including  
20 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order and  
21 Judgment. The envelope transmitting a settlement check shall state "YOUR CLASS ACTION  
22 SETTLEMENT CHECK IS ENCLOSED." The settlement distribution checks shall be negotiable  
23 for 120 days from the date of mailing. The Settlement Administrator shall send a reminder  
24 postcard to recipients of any settlement checks that have not been cashed within 60 days of  
25 mailing. If any of the class members are current employees and the Settlement Administrator  
26 receives the mail as undeliverable, and no updated mailing address can be located upon a  
27 reasonable search, the Settlement Administrator shall forward those checks to Defendant to be  
28 delivered to the class members at the place of employment.

1           13. Any settlement checks that remain uncashed after the expiration of the check  
2 cashing period shall be held by the Settlement Administrator pending further order of the Court.  
3 Subject to further order of the Court, the intended cy pres recipient is Legal Aid At Work, located  
4 at 180 Montgomery Street, Suite 600, San Francisco, CA 94104, Tel. (415) 864-8848.

5           14. Within 10 (Ten) calendar days after the expiration of the check cashing period, the  
6 Settlement Administrator shall provide Class Counsel and Counsel for Defendant a declaration  
7 regarding funding, disbursements, and amounts of uncashed checks.

8           15. A Final Review Hearing is scheduled for February 17, 2021 at 8:30 a.m. ~~for~~  
9 ~~another date and time convenient for the Court~~ \_\_\_\_\_] in  
10 Department 6.

11           16. Class Counsel shall file the declaration of the Settlement Administrator regarding  
12 funding, disbursements, and amounts of uncashed checks no later seven (7) calendar days before  
13 the hearing.

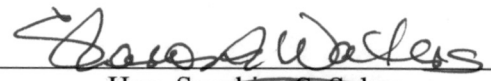
14           17. The Parties are ordered to give notice of this order and judgment to all class  
15 members by posting a copy of this order and judgment on the Settlement Administrator's website.

16           18. This Judgment is intended to be a final disposition of this action in its entirety, and  
17 is intended to be immediately appealable.

18           19. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains  
19 jurisdiction over the Parties to enforce the terms of the Settlement and this Judgment.

20           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 Dated: Aug 31, 2020

22   
23 Hon. ~~Sunshine S. Sykes~~  
24 Judge of the Superior Court  
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