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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SASHA BALABANOFF, on behalf of herself
and on behalf of all other aggrieved employees,

Plaintiff,

vs.

CLASS VACATIONS, LLC, a Nevada limited
liability company; EXPEDIA, INC., a
Washington corporation; EXPEDIA GROUP, an
entity of unknown form; CLASSIC CUSTOM
VACATIONS, an entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV392334

**REVISED ~~[PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL FOR
CLASS SETTLEMENT**

*[filed concurrently with Notice of Motion and
Motion for Final Approval; Declaration of
David Yeremian; Declaration of Jeremy
Romero; Declaration of Emil Davtyan;
Declaration of Roman Shkodnik; [Proposed]
Judgment]*

Date: July 31, 2024
Time: 1:30 p.m.
Dept.: 19

1 On July 31, 2024, Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys'
2 Fees and Expenses, and Incentive Award came before the Court, in Department 1, for hearing pursuant
3 to the Order of this Court, dated September 12, 2022 ("Preliminary Approval Order"), on the
4 application of Plaintiff Sasha Balabanoff ("Plaintiff") and the Certified Class for approval of the
5 Settlement set forth in the Class Action and Private Attorneys General Act of 2004 ("PAGA")
6 Settlement Agreement and Addendum to Settlement (collectively "Settlement" or "Stipulation"). Full
7 and adequate notice having been given to the Class as required in the Court's Preliminary Approval
8 Order, and the Court having considered all papers filed and proceedings held herein and otherwise
9 being fully informed in the premises and good cause appearing therefor,

10 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all
12 capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

13 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
14 the Action, including all Class Members.

15 3. The Motion for final approval is granted. The Court approves the settlement as fair,
16 reasonable and adequate. The Court makes the following awards and approves the following
17 payments:

18 a. \$150,000.00 (one hundred and fifty thousand dollars) in attorneys' fees and
19 \$15,081.35 (fifteen thousand and eighty-one dollars and thirty-five cents) in costs
20 to Class Counsel;

21 b. Seven thousand five dollars (\$7,500.00) as an Enhancement Award to Plaintiff
22 Sasha Balabanoff as the Class Representative; and,

23 c. \$8,500.00 (eight thousand and five hundred dollars) in Settlement Administrator's
24 Fees to the claim's administrator CPT Group, Inc.

25 4. In accordance with the Settlement and the terms set forth in this order, this Order shall
26 not be deemed a judgment in favor of Class Members or any them and shall not constitute an obligation
27 for direct compensation of any one or any number of the Class Members, but rather it simply approves
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REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL FOR CLASS SETTLEMENT

1 and undertakes to monitor the execution of the settlement between the Parties. Except for the payment
2 due under the Stipulation, the parties are each to bear their own costs and attorneys' fees. The Court
3 approves the Stipulation and Defendants Classic Vacations, LLC, Classic Custom Vacations (a d/b/a
4 of Classic Vacations, LLC), Expedia Group, Inc., and Expedia, Inc. (collectively "Defendants"), and
5 the Released Parties are discharged from all Released Claims in accordance with the terms of the
6 Stipulation.

7
8 5. In this wage and hour class action lawsuit, Plaintiff sued Defendants for a variety of
9 Labor Code violations. The operative complaint alleges that Defendants failed to pay minimum wages
10 and overtime, failure to provide meal and rest breaks, failed to pay vacation wages, failed to pay sick
11 pay, failed to reimburse necessary business expenditures, failed to keep required payroll records,
12 failed to provide accurate wage statements, failed to pay final wages when due, committed unfair
13 business practices under California's Unfair Competition Law ("UCL"), and violated the Private
14 Attorneys General Act of 2004 ("PAGA"), all in violation of California law. The operative complaint
15 seeks recovery of unpaid minimum wages and overtime, premium pay for improper meal breaks and
16 rest breaks, sick and vacation time pay, and reimbursement for business expenses, for penalties for
17 improper wage statements, waiting time penalties, restitution under the UCL, penalties under Labor
18 Code § 2699 *et seq.*, prejudgment interest, post-judgment interest, and attorneys' fees and costs.
19 Defendants answered the Complaint and denied all of Plaintiff's claims and maintained that it
20 complied with all applicable laws.

21 6. The parties settled this matter at mediation and thereafter sought and obtained
22 preliminary approval of the class action settlement on January 12, 2024. Defendants made and makes
23 no admission of liability and none shall be inferred from the Stipulation or entry of judgment. Neither
24 this order nor the Stipulation shall be used or submitted into evidence in any proceeding or action,
25 except for the sole purpose of enforcing the terms hereof.

26 7. In California, the notice to class members must have "a reasonable chance of reaching
27 a substantial percentage of the class members." *Wershba v. Apple Computer, Inc.* (2001) 91
28 Cal.App.4th 224, 251. Importantly, however, the plaintiff need not demonstrate that each member of

1 the class received notice. As long as the notice had a “reasonable chance” of reaching a substantial
2 percentage of class members, it should be found effective.

3 8. CPT Group, Inc. is providing settlement administration services for this settlement.
4 (Declaration of Jeremy Romero with Respect to Notification with the Final Approval Motion, ¶ 3.)
5 On October 4, 2022, CPT Group, Inc. received the class information from Defendants; the list
6 contained 189 individual Class Members. (*Id.* at ¶ 5.) CPT Group, Inc. conducted a search of the
7 NCOA to update addresses and, on February 13, 2024, mailed the Notice Packet to all Class Members.
8 (*Id.* at ¶¶ 6, 7.) CPT Group, Inc. forwarded Notice Packets returned with forwarding addresses and
9 performed skip searches on all other returned mail. (*Id.* at ¶¶ 8, 9.) CPT Group, Inc. received no
10 objections, one request for exclusion, and one dispute. (*Id.* at ¶¶ 10.) Based on the foregoing, the Court
11 finds that the notice provided to Class Members conforms to due process requirements.

12 9. It is the duty of the Court, before finally approving the settlement, to conduct an inquiry
13 in the fairness of the proposed settlement. California Practice Guide, Civil Procedure Before Trial,
14 The Rutter Group, ¶14:139.12 (2012). The trial court has broad discretion in determining whether the
15 settlement is fair. In exercising that discretion, it normally considers the following factors: strength of
16 the plaintiff’s case; the risk, expense, complexity and likely duration of further litigation; the risk of
17 maintaining class action status through trial; amount offered in settlement; extent of discovery
18 completed and stage of the proceedings; experience and views of counsel; presence of a governmental
19 participant; and reaction of the class members to the proposed class settlement. *Dunk v. Ford Motor*
20 *Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.
21 This list is not exclusive, and the Court is free to balance and weigh the factors depending on the
22 circumstances of the case. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245.
23 Similar, to its review of class action settlements, the Court must “determine independently whether a
24 PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in the
25 enforcement of state labor laws.” *Moniz v. Adecco*, 72 72 Cal.App.5th 56, 77.

26 10. The proponent bears the burden of proof to show the settlement is fair, adequate and
27 reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
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1 1165-1166; *Wershba, supra*, 91 Cal.App.4th at 245. There is a presumption that a proposed settlement
2 is fair and reasonable when it is the result of arms'-length negotiations. 2 Herbert Newburg & Albert
3 Conte, *Newburg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for Complex Litigation*
4 (Third) §30.42.

5 11. At the time of preliminary approval, Class Counsel's claim that Defendants failed to
6 pay minimum wage/overtime claim were valued in terms of maximum exposure at \$349,018.12
7 (Yeremian Declaration re: Preliminary Approval, at ¶ 27.) The meal and rest break violations were
8 each valued at \$558,428.99. (*Id.* at ¶ 31, 33.) The paystub violations were valued at \$405,700. (*Id.* at
9 ¶ 36.) The claim for failure to pay final wages was valued at \$422,361. (*Id.* at ¶ 40.) The claim for
10 failure for failure to reimburse necessary business expenditures was valued at \$124,705. (*Id.* at ¶ 41.)
11 The claim under Labor Code § 2699 *et seq.* was valued at \$405,700. (*Id.* at ¶ 45.)

12 12. Had this case not settled, there would have been additional risks and expenses
13 associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are also
14 likely to prolong the litigation as well as any recovery by the Class Members.

15 13. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180
16 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some
17 flexibility in conducting class actions, which means, under suitable circumstances, entertaining
18 successive motions on certification if the court subsequently discovers that the propriety of a class
19 action is not appropriate.")

20 14. As part of the Court's analysis of this factor, the Court should take into consideration
21 the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. In *Kullar*,
22 objectors to a class settlement argued the trial court erred in finding the terms of the settlement to be
23 fair, reasonable, and adequate without any evidence of the amount to which class members would be
24 entitled if they prevailed in the litigation, and without any basis to evaluate the reasonableness of the
25 agreed recovery. The Court of Appeal agreed with the objectors that the trial court bore the ultimate
26 responsibility to ensure the reasonableness of the settlement terms. Although many factors had to be
27 considered in making that determination, and a trial court was not required to decide the ultimate
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1 merits of class members' claims before approving a proposed settlement, an informed evaluation could
2 not be made without an understanding of the amount in controversy and the realistic range of outcomes
3 of the litigation.

4 15. Defendants have agreed to settle for the non-reversionary amount of \$450,000.00 all
5 in, with no additional sums being due from Defendants for damages, costs, attorneys' fees,
6 contributions, reimbursements or for any other reason). According to the claims administrator's
7 calculations, the average settlement payment will be approximately **\$1,284.21** per Class Member
8 (Romero Declaration, ¶ 14.)

9 16. Class Counsel conducted an investigation that included formal and informal discovery,
10 reviewed time records, reviewed Plaintiff's documents, and formed damage models based on all of
11 these. (Yeremian Declaration re: Preliminary Approval, ¶ 12.) The parties also mediated this case with
12 Michael Loeb, Esq., a respected and highly experienced mediator in wage and hour class actions. In
13 connection with mediation and through discussions with counsel for Defendants, Class Counsel also
14 discussed all aspects of the case, including the risks of litigation and the risks to both parties of
15 proceeding with a motion for class certification as well as the law relating to unpaid wages. (Yeremian
16 Declaration re: Preliminary Approval, ¶ 14.)

17 17. Class Counsel has experience with wage and hour class litigation. (Yeremian
18 Declaration re: Preliminary Approval, ¶¶ 3-9.) He is of the opinion that this settlement is in the best
19 interest of the class (Yeremian Declaration re: Final Approval, ¶ 6.) and provides substantial benefit
20 to Class Members. (Id. at ¶ 8.)

21 18. The class reacted very positively with 99.47% participation rate. (Yeremian
22 Declaration re: Final Approval, ¶ 11)

23 19. On balance, this is a fair settlement that satisfies the *Dunk* factors, such that final
24 approval is warranted.

25 20. Class Counsel requested attorneys' fees of \$150,000.00. The Court employs the
26 lodestar method in awarding fees, as opposed to a "percentage of the common fund" method. This
27 amount would reflect the actual work performed, plus a multiplier (if applicable) to recognize
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counsel's efforts. In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 503.

21. Here, fees are sought pursuant to the percentage method. The determination of what constitutes an appropriate percentage "is somewhat elastic and depends largely on the facts of a given case, but certain factors are commonly considered. Specifically, the court may address the percentage likely to have been negotiated between private parties in a similar case, percentages applied in other class actions, the quality of class counsel, and the size of the award." *In re Ikon Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

22. These factors favor the \$150,000.00 award. As for the first factor, private contingency fee agreements are routinely 30% to 40% of the recovery. (*Id.* at 194.) As for the second factor, although the median percentage of attorney fees in class action is 25%, "most fees appear to fall in the range of nineteen to forty-five percent." (*Id.*) As for the third factor, Class Counsel has experience in class actions, including wage and hour cases. Most importantly, Class Counsel achieved good results for the class as evidenced by the Class Members' reaction to the settlement. As for the fourth factor, Class Counsel negotiated a \$450,000.00 Gross Settlement Amount. Applying the lodestar cross-check, The lodestar amount for Class Counsel is \$171,767.50 (\$50,400 for David Yeremian's time on the case, \$154,082.50 (\$33,600 for David Yeremian's time on the case, \$81,562.50 for Roman Shkodnik's time on the case, and \$38,920 for Emil Davtyan's time on the case) (Yeremian FA Decl. ¶ 15; Emil Davtyan FA Decl. ¶¶ 13-14.) The hourly rates appear to be reasonable for attorneys with their respective years of experience. (Yeremian Declaration re: Final Approval, ¶ 15), and the hours spent is reasonable for this case, which has been pending for two years. It appears that Class Counsel utilized skill in litigating this case, and by all accounts, have good reputations in the legal community; at the very least, there is no evidence before the Court to indicate that the attorneys have negative reputations in the legal community. It also appears that Class Counsel spent appreciable time on the case, which time could have been spent on other meritorious fee-generating cases. Based on the \$154,082.50 lodestar, the fee request of \$150,000.00 translates into a multiplier of 0.97. Because the fee request is based on a reasonable percentage of the settlement fund and is supported by the lodestar calculation,

1 and because the class was provided with notice of the fee request and did not object, the Court awards
2 fees in the amount requested.

3 Class Counsel requests costs in the amount of \$15,081.35. (Yeremian Declaration re: Final
4 Approval, ¶ 28, and Exhibit 3 thereto.) Class Counsel incurred costs including, but not limited to,
5 filing fees (e.g. complaint, stipulation, motions), service of process, travel costs, mediation fees,
6 expert analysis fees, attorney-service costs for court filings, copy charges for documents, parking,
7 and postage charges. The Settlement provides for reimbursement to Counsel of reimbursement to
8 Counsel of Twenty-Five Thousand Dollars (\$25,000.000) in costs and expenses and Counsel hereby
9 requests \$15,081.35 (fifteen thousand and eighty-one dollars and thirty-five cents) which were all
10 reasonably incurred in the litigation of this action. These costs appear reasonable and necessary to
11 the conduct of the litigation. Further, as with the fee requests, the maximum cost request was
12 disclosed to Class Members and deemed unobjectionable. For these reasons, the cost request is
13 granted in the amount of \$15,081.35.

14 23. Claims administrator CPT Group, Inc. requests administration costs of \$8,500.00.
15 Based upon the work performed and yet to be performed, the request for administration costs of
16 \$8,500.00 is granted.

17 24. The Court also approves the payment to the Labor and Workforce Development
18 Agency (“LWDA”) in the amount of \$15,000.00 (out of \$20,000.00 as allocated to the claim under
19 the California Private Attorneys General Act).

20 25. Finally, Class Counsel seeks an Enhancement Award of \$7,500.00 to Plaintiff as the
21 class representative. The Court considers the following factors, among others, in determining whether
22 to pay an incentive or enhancement award to a class representative: whether an incentive was
23 necessary to induce the class representative to participate in the case; actions, if any, taken by the class
24 representative to protect the interests of the class; the degree to which the class benefited from those
25 actions; the amount of time and effort the class representative expended in pursuing the litigation; the
26 risk to the class representative in commencing suit, both financial and otherwise; the notoriety and
27 personal difficulties encountered by the class representative; the duration of the litigation; and the
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1 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.
2 California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing
3 *Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins.*
4 *Exch.* (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186
5 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
6 399, 412. Plaintiff devoted numerous hours to this litigation. (Sasha Balabanoff Declaration
7 “Balabanoff Decl.” ¶5.) He assisted his attorneys by having multiple conferences with them and by
8 providing documents. (*Id.*) Plaintiff also helped Class Counsel prepare for mediation. (*Id.*) Plaintiff
9 freely chose to champion the rights of the class and accepted the risks associated with acting as a class
10 representative. (Balabanoff Decl. ¶ 7.) The Court grants an enhancement award of \$7,500.00 to
11 Plaintiff for the following reasons: Plaintiff spent significant time on this litigation; Plaintiff’s actions
12 benefitted the Class; and Plaintiff accepted the risks and notoriety that are associated with acting as a
13 class representative.

14 26. All Parties, including each and all Class Members, are bound by this Final Approval
15 Order and by the Stipulation. All Class Members shall be deemed to have entered into the Stipulation
16 and the releases provided therein. Defendants shall have no obligation to pay any sums in excess of
17 the \$450,000.00 settlement payment set forth in the Stipulation (save and except for the additional
18 employer payroll taxes associated therewith). Other than as provided in the Stipulation, Defendants
19 shall have no obligation after entry of judgment to pay any sum to any person, whether for costs,
20 attorneys’ fees, Class Member reimbursement or contribution, as a result of entry of judgment.

21 27. The Court previously certified the Action as a class action under California Code of
22 Civil Procedure section 382. The Class is defined as follows:

- 23 a. “Participating Class Members:” all non-exempt employees who were employed by
24 Defendants in California during the Class Period.
25 b. “Class Period:” is defined as of September 23, 2017 through January 16, 2023.

26 28. Excluded from the Class would have been those persons who validly requested
27 exclusion in accordance with the requirements set forth in the Preliminary Approval Order. The Court
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1 finds that, based on the declaration of Jeremy Romero, there was one request for exclusion from Grace
2 Mendez Duran submitted to the Claims Administrator CPT Group, Inc.

3 29. The certified Class continues to meet all the requirements of California Code of Civil
4 Procedure section 382, as already found, and for the reasons set forth, in the Court's Preliminary
5 Approval Order.

6 30. Plaintiff Sasha Balabanoff is the Court-appointed Class Representative for the Claims
7 Class.

8 31. David Yeremian of the law firm David Yeremian & Associates, Inc. and Emil Davtyan
9 and Roman Shkodnik of the law firm D.Law, Inc. is the Court-appointed Class Counsel.

10 32. As set forth in the Stipulation and in compliance with Code of Civil Procedure section
11 384 (b) any checks issued to Class Members will expire one hundred and eighty (180) days from the
12 date they are issued by the Claims Administrator. Any check not cashed within one hundred eighty
13 (180) days will become void. Any checks that, after an appropriate skip trace, are undeliverable, shall
14 become void. Any settlement shares for which checks remain un-cashed and become void shall be
15 transmitted to the California Controller's Unclaimed Property Fund and be held in the name of the
16 Class Member.

17 33. Upon the Effective Date (as defined in the Stipulation), all Released Claims of each
18 and every member of the Classes, save and except for those who timely requested exclusion, are and
19 shall be deemed to be conclusively released as against the Releasees. All persons and entities who are
20 in the Classes are hereby forever barred and enjoined from commencing, prosecuting or continuing,
21 either directly or indirectly, against the Releasees, in this or any other jurisdiction or forum, any and
22 all Released Claims (as defined in the Stipulation).

23 34. Having reviewed the declaration filed on March 7, 2025 by the Declaration of Jeremy
24 Romero of CPT Group, Inc. regarding final accounting and disbursement of class action settlement,
25 the Court believes that the parties have complied with the terms of the settlement.

26 35. Without affecting the finality of this Order in any way, this Court hereby retains
27 continuing jurisdiction over: (a) implementation of the Stipulation and any award or distribution of
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1 the Gross Settlement Amount, including interest earned thereon; (b) disposition of the Gross
2 Settlement Amount; (c) hearing and determining applications for attorney fees and expenses in the
3 Action; (d) all parties hereto for the purpose of construing, enforcing, and administering the
4 Stipulation and the Settlement therein; and (e) Class Members who seek to pursue Released Claims,
5 including any dispute as to whether such claims were released as against the Releasees.

6 36. There is no just reason for delay in the entry of judgment approving the Class
7 Settlement and immediate entry by the Clerk of the Court is expressly directed.

8 **IT IS SO ORDERED.**

9
10 **DATED:** March 21, 2025

11 
12 **HON. THEODORE C. ZAYNER**
13 **JUDGE OF THE SUPERIOR COURT**