

NOV 25 2024

CLERK OF THE COURT
BY: Christina Miller
Deputy Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

ANDRII BLYZENKO, and AUBRIELA
GARCIA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

AVA, Inc., a California corporation, dba Reliable
Roofing; and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. CGC-21-594279
Consolidated with Case No. CGC-21-595923

JUDGMENT

Judgment is hereby entered in accordance with, and for the reasons stated in the Order Granting Final Approval of Class Action and PAGA Settlements (“Final Approval Order”), judgment shall be entered whereby Plaintiffs Andrii Blyzenko, Aubriela Garcia, and all Settlement Class Members shall take nothing from Defendant Ava, Inc. dba Reliable Roofing (“Defendant”), except as expressly set for in the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), which is attached as Exhibit 1 to the declaration of Ilya Filmus filed on October 31, 2024.

The certified Class is defined as: “All current and former non-exempt employees and Class Contractors of Defendant who worked for Defendant in the State of California at any time during the applicable Class Period.”

1 A settlement subclass of “Class Contractors” is defined as: “All current and former
2 individuals or entities who worked in the state of California at any time between August 3, 2017,
3 and August 31, 2021, and who were contracted by Defendant as independent contractors to conduct
4 sales-related or customer service-related tasks, including but not limited to, individuals who held
5 the following positions: sales, quality assurance, and estimator.”

6 A settlement subclass of “Class Hourly Employees” is defined as: “All current and former
7 non-exempt hourly employees of Defendant who worked in the state of California at any time
8 between August 3, 2017, and July 4, 2023.”

9 No Class Members objected to the Settlement following a full and fair opportunity to
10 participate. One Class Member, Akop Alebyan, submitted a request for exclusion. Accordingly,
11 this Judgment binds all remaining Class Members.

12 By operation of this Judgment, Plaintiffs and the participating Class Members have fully,
13 finally, and conclusively compromised, settled, discharged, dismissed and released the Released
14 Parties from any and all Released Claims as provided in the Settlement Agreement.

15 The Gross Settlement Amount is \$550,000, in addition to Defendant’s share of payroll
16 taxes. In its Final Approval Order, the Court authorized the following distributions from the Gross
17 Settlement Amount: (1) \$183,333.33 in attorneys’ fees to Class Counsel; (2) \$24,610.21 in
18 Litigation Costs to Class Counsel; (3) \$4,000 each to Plaintiffs Andrii Blyzenko and Aubriela
19 Garcia as a Class Representative Service Payment for a total of \$8,000; (4) \$19,000 in settlement
20 administration costs to CPT Group, Inc.; and (5) \$15,000 to the Labor and Workforce Development
21 Agency (“LWDA”) for civil penalties pursuant to the Private Attorneys General Act (“PAGA”).

22 The Settlement Administrator is directed to calculate Class Members’ Individual Class
23 Payments from the Net Settlement Fund and issue payments in accordance with the Settlement
24 Agreement.

25 Settlement checks that remain uncashed more than 180 calendar days after issuance shall
26 be cancelled. Any funds that remain unclaimed more than 180 calendar days following the third
27 distribution shall be tendered to the *cy pres* beneficiary, the National Stuttering Foundation, in
28 accordance with the Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

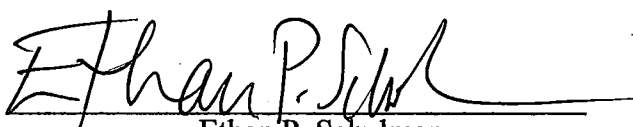
Pursuant to California Rules of Court, rule 3.769(h), the Court reserves jurisdiction over the Parties, Participating Class Members, and the LWDA with respect to enforcement of this Judgment as to all matters including, but not limited to, the administration, enforcement, and interpretation of the terms of the Settlement Agreement and the Final Approval Order and for any other necessary purposes.

This document shall constitute a judgment for the purposes of California Rules of Court, rule 3.769(h).

Plaintiff shall submit a copy of this Judgment to the LWDA within 10 days after entry of this Judgment pursuant to Labor Code § 2699(s)(3).

IT IS SO ORDERED.

Dated: November 25, 2024


Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 25, 2024, I electronically served JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **NOV 25 2024**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk