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**FILED**

San Francisco County Superior Court

NOV 25 2024

CLERK OF THE COURT

BY: *Christina Echeverria*  
Deputy Clerk

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

ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENTS AND ATTORNEYS' FEES  
AND COSTS

Plaintiffs' unopposed Motion for Final Approval of Class Action and PAGA Settlements ("Motion") and Motion for Attorneys' Fees and Costs came on regularly for hearing on November 22, 2024. The Court, having considered the Settlement Agreement,<sup>1</sup> the arguments of counsel, and the record in this litigation, and good cause appearing, HEREBY FINDS AND ORDERS:

1. This Order of Final Approval ("Order") incorporates the Settlement Agreement by reference. All capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.

<sup>1</sup> "Settlement Agreement" refers to the Joint Stipulation of Class Action and PAGA Settlement and Release attached as Exhibit 1 to the declaration of Ilya Filmus filed on October 31, 2024.

1           2.       This Court has personal jurisdiction over all members of the Settlement Class and  
2 subject matter jurisdiction to approve the Settlement Agreement.

3           3.       The Court hereby grants Final Approval of the Settlement and finds that the terms  
4 of the Settlement Agreement are the product of arm's-length and informed negotiations; are fair,  
5 reasonable and adequate; are in the best interests of the members of the Class; and are consistent  
6 with and in compliance with California law. Accordingly, the Court directs the Parties and their  
7 counsel to implement and consummate the Settlement Agreement in accordance with the  
8 Settlement Agreement's terms and provisions.

9           4.       For settlement purposes only, the Court hereby finds the following Class and  
10 Subclasses satisfy all applicable requirements of Code of Civil Procedure section 382 , and finally  
11 certifies the following Class and Subclasses:

12                   a.       "Class" means "all current and former non-exempt employees and Class  
13                   Contractors of Defendant who worked for Defendant in the State of  
14                   California at any time during the applicable Class Period."

15                   b.       A subclass of "Class Contractors" which means "all current and former  
16                   individuals or entities who worked in the state of California at any time  
17                   between August 3, 2017, and August 31, 2021, and who were contracted by  
18                   Defendant as independent contractors to conduct sales-related or customer  
19                   service-related tasks including, but not limited to, individuals who held the  
20                   following positions: sales, quality assurance, and estimator."

21                   c.       A subclass of "Class Hourly Employees" which means "all current and  
22                   former non-exempt hourly employees of Defendant who worked in the state  
23                   of California at any time between August 3, 2017, and July 4, 2023."

24           5.       The Court hereby confirms Infinity Law Group LLP as Class Counsel. The Court  
25 finds that Class Counsel has adequately represented the Class for purposes of entering into and  
26 implementing the Settlement Agreement.

1           6.       The Court hereby appoints Andrii Blyzenko and Aubriela Garcia as the Class  
2 Representatives. The Court finds that the Class Representatives have adequately represented the  
3 Class for purposes of entering into and implementing the Settlement Agreement.

4           7.       The Court confirms CPT Group, Inc. as the Settlement Administrator.

5           8.       The Court finds that the notice program implemented pursuant to the Settlement  
6 Agreement: (i) constituted appropriate notice, (ii) was reasonably calculated and constituted  
7 the best notice practicable under the circumstances to apprise members of the Class of the  
8 pendency of the Litigation, their right to object or exclude themselves from the proposed  
9 Settlement, to appear at the Final Approval Hearing, and their right to seek monetary and other  
10 relief, (iii) was reasonable and constituted due, adequate and sufficient notice to all persons entitled  
11 to receive notice, and (iv) met applicable requirements of Code of Civil Procedure section 382 and  
12 due process.

13           9.       In response to the Notice, no member of the Class filed a written objection or  
14 appeared at the Final Approval Hearing. One (1) member of the Class validly opted out. Any opt-  
15 out who is also an aggrieved employee is still bound by the release of the Released PAGA Claims.  
16 The Settlement Agreement is binding on all participating Class Members.

17           10.      Plaintiffs and all participating members of the Class shall have, by operation of this  
18 Order and contemporaneous Judgment, finally and forever released, relinquished, and discharged  
19 the Released Parties from all Released Claims as defined by the Settlement Agreement.

20           11.      The Court hereby approves the Gross Settlement Amount of \$550,000.

21           12.      The Court hereby finds the Individual Class Payments to the Participating Class  
22 Members, are fair and reasonable. The Court hereby orders payment to the Participating Class  
23 Members according to the terms of the Settlement Agreement.

24           13.      The Court finds the Attorneys' Fees in the amount of \$183,333.33, and Litigation  
25 Expenses in the amount of \$24,610.21 are reasonable and fair. The Court hereby orders the  
26 Settlement Administrator to distribute the Attorneys' Fees and Litigation Expenses in accordance  
27 with the Settlement Agreement. The Parties are to bear their own attorneys' fees and costs, except  
28 as otherwise provided in this paragraph.

1           14.     The Court finds the Class Representative Service Payments in an amount of \$4,000  
2 for each of the Class Representatives, Andrii Blyzenko and Aubriela Garcia, is fair, reasonable, and  
3 appropriate. The Court hereby directs the Settlement Administrator to make this payment in  
4 accordance with the Settlement Agreement, which is in addition to the Class Representatives'  
5 payments as participating claimants.

6           15.     The Court hereby finds the settlement administration fees in the amount of \$19,000  
7 are fair and reasonable. The Court hereby orders the settlement administration costs to be paid to  
8 CPT Group, Inc. in accordance with the terms of the Settlement Agreement.

9           16.     The Court finds that the payment to the California Labor and Workforce  
10 Development Agency ("LWDA") of \$15,000 is fair, reasonable, and appropriate. The Court hereby  
11 directs the Settlement Administrator to distribute \$15,000 to the LWDA as set forth in the  
12 Settlement Agreement.

13           17.     The Settlement Agreement is not an admission by Defendant, nor is this Final  
14 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
15 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for  
16 settlement purposes). Neither this Final Approval Order and Judgment, the Settlement Agreement,  
17 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement  
18 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
19 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement,  
20 and any negotiations or proceedings related thereto, shall not in any event be construed as, or  
21 deemed to be evidence of, an admission or concession with regard to the denials or defenses by  
22 Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other  
23 proceeding this Final Approval Order and contemporaneous Judgment, the Settlement Agreement,  
24 or any other papers and records on file in the Action as evidence of the settlement to support a  
25 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or  
26 similar defense as to the Released Class Claims and/or the Released PAGA Claims.

27           18.     Without affecting the finality of the Final Approval Order for purposes of appeal,  
28 the Court reserves jurisdiction over the Parties as to all matters relating to the administration,

1 enforcement, and interpretation of the terms of the Settlement Agreement and the Final Order and  
2 for any other necessary purposes.

3 19. The Settlement Administrator shall post a copy of this Order and Judgment on the  
4 settlement website. On the memorandum line of each Individual Class Payment check, the  
5 Settlement Administrator shall add the following directions:

6 For a Copy of the Order and Judgment please visit the CPT website at the following website  
7 address: [www.cptgroupcaseinfo.com/AvaIncSettlement](http://www.cptgroupcaseinfo.com/AvaIncSettlement)

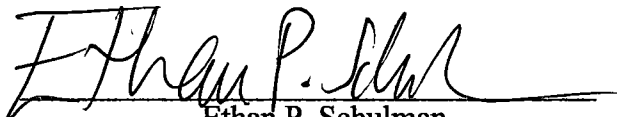
8 20. If the Settlement Agreement does not become final and effective in accordance with  
9 the terms of the Settlement Agreement, then this Final Approval Order and contemporaneous  
10 Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall  
11 be vacated, and the Parties shall revert to their respective positions as of before entering into the  
12 Agreement, and expressly reserve their respective rights regarding the prosecution and defense of  
13 this Action, including all available defenses and affirmative defenses, and arguments that any claim  
14 in the Action could not be certified as a class action and/or managed as a representative action.

15 21. A Status Conference is set for September 11, 2026 at 9:00 a.m. A status report,  
16 accompanied by an admissible evidentiary declaration, must be filed no later than five court days  
17 prior to the status conference. The status report shall set forth a summary accounting of the Gross  
18 Settlement Amount identifying distributions made as ordered herein, the number of uncashed  
19 checks, the total amount and status of residual funds, and the status of any unresolved issues.

20 22. Plaintiffs shall submit a copy of this Order to the LWDA within 10 days after entry  
21 pursuant to Labor Code section 2699(s)(3).

22 IT IS SO ORDERED.

23 Dated: November 25, 2024

24   
25 Ethan P. Schulman  
26 Judge of the Superior Court  
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**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 ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENTS AND ATTORNEYS' FEES AND COSTS 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