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Attorneys for Plaintiffs ALIXUS CORTEZ, KIARA THIBODEAUX, and ASHLEY MENDEZ
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALIXUS CORTEZ, an individual; KIARA
THIBODEAUX, an individual; ASHLEY
MENDEZ, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiff,

v.

BLACK KNIGHT PATROL, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23STCV02135

[Assigned for All Purposes to:
The Hon. Stuart M. Rice, Dept. 1]

[PROPOSED] JUDGMENT

Date: May 23, 2025

Time: 10:30 a.m.

Dept: 1

JUDGMENT

In this action, Plaintiffs Alixus Cortez, Kiara Thibodeaux, and Ashley Mendez (“Plaintiffs”) asserted various wage and hour claims on behalf of a class, as well as on behalf of the State of California and aggrieved employees under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). The Parties settled the case, and the settlement agreement and amendment to the settlement agreement, is collectively attached hereto as Exhibit A (the “Settlement Agreement” or “Settlement”).

This Court preliminarily approved the Parties’ Settlement Agreement in its Amended Order Granting Motion for Preliminary Approval of Class Action Settlement, filed on January 7, 2025 (“Preliminary Approval Order”). The Court set a hearing for final approval for May 23, 2025, at 10:30 a.m. No objections to the Settlement were received either at or before the May 23, 2025 hearing. The Court then granted final approval of the Settlement (the “Final Approval Order”).

In accordance with the Final Approval Order, the Court HEREBY ORDERS, DECREES AND ADJUDGES AS FOLLOWS:

1. This Judgment is entered in accordance with the Settlement Agreement and the Final Approval Order; the terms of both the Settlement Agreement and the Final Approval Order are incorporated into this Judgment. All capitalized terms in this Judgment that are not otherwise defined in this Judgment shall have the same meaning as defined in the Settlement Agreement.

2. As provided in the Settlement, the Class is defined as:

All current and former employees who worked for Defendants in California at any time between and including January 31, 2019 and January 7, 2025.

4. All Class Members that have not timely requested exclusion from the Settlement are bound by the Settlement and identified herein as “Participating Class Members.” No Class Member has requested exclusion from the Class.

5. As provided in the Settlement, there is also one group of Aggrieved Employees

for the purposes of the Labor Code Private Attorneys General Act (“PAGA”):

All current and former employees who worked for Defendants in California at any time between and including January 25, 2022 and January 7, 2025.

6. Plaintiffs, Participating Class Members, the State of California and the Labor Workforce and Development Agency (“LWDA”), and the Aggrieved Employees shall take from the Action only the relief set forth in (a) the Settlement Agreement and (b) the Final Approval Order.

7. Effective on the date when the Defendants fully fund the entire Gross Settlement Amount and as further set forth in the Settlement Agreement, each member of the Settlement Class will release Defendants and the other Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to the terms of the Settlement Agreement.

8. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and as further set forth in the Settlement Agreement, all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties for the violations of the California Private Attorneys General Act of 2004 that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the LWDA Letter during the PAGA Period.

9. Pursuant to Labor Code § 2699(s)(3), Class Counsel shall submit the Final Approval Order and this Judgment to the LWDA within 10 days after the date of this Judgment.

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10. Pursuant to California Rules of Court Rule 3.769(h), this Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and this Judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Stuart M. Rice
Judge of the Superior Court