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

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

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

14 Plaintiffs,

15 vs.

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

19 Defendants.
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Case No. 23STCV02135

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

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 6, 2025
Time: 10:30 a.m.
Dept: 1

1 This matter came on for hearing on January 6, 2025, at 10:30 a.m. in Department 1 of the
2 above-referenced Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 the Motion for Preliminary Approval of Class Action Settlement ("Motion"). Plaintiffs Alixus
4 Cortez, Kiara Thibodeaux, and Ashley Mendez ("Plaintiffs") appeared through their attorneys
5 of record. Defendants Black Knight Patrol, Inc. and Manuel Jimenez ("Defendants") appeared
6 through their counsel of record.

7 Having fully reviewed and considered the Motion and moving papers, and having
8 analyzed the Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached
9 as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion on November 12, 2024,
10 THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 1. The Court preliminarily approves the proposed Settlement Agreement as being
12 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
13 appears to be within the range of reasonableness of a settlement which the Court could ultimately
14 give final approval.

15 2. The initial capitalized terms in this Order shall have the same meanings as those
16 set forth in the Settlement Agreement.

17 3. The Court finds that the elements of numerosity, commonality, typicality and
18 adequacy have been established to support conditional certification of the Settlement Class for
19 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
20 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

21 All current and former non-exempt employees who have performed work
22 in the State of California for Defendant during the Class Period.

23 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
24 approves (a) Bartz Law Group, APC as Class Counsel; and (b) Alixus Cortez, Kiara Thibodeaux,
25 and Ashley Mendez as Class Representatives. The Court appoints Phoenix Class Action
26 Administration Solutions as Settlement Administrator.

27 5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
28 _____, at _____ A.M., to review the notice process and

1 objections to the Settlement, if any; and to determine whether the proposed Settlement on the
2 terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and
3 should be finally approved by the Court; to determine whether the Court should enter the
4 Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys'
5 fees and costs to approve for Class Counsel and the amount of the enhancement award to
6 approve for the Class Representatives.

7 6. The Court approves, as to form and content, the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"),
9 attached to the Settlement Agreement. The Court finds that distribution of the Settlement Notice
10 substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets
11 the requirements of California law and due process, is the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13 7. The Settlement Administrator shall supervise and administer the notice procedure
14 as set forth in the Settlement Agreement as follows:

15 a. After entry of the Preliminary Approval Order, Defendant shall provide
16 the Settlement Administrator with the Class Data for purposes of mailing the Settlement
17 Notices to Class Members. Defendant shall have up to thirty-five (35) days to provide the
18 Class Data after entry of the Preliminary Approval Order;

19 b. Upon receipt of the Class Data, the Settlement Administrator shall
20 perform a search based on the National Change of Address Database maintained by the
21 United States Postal Service to update and correct any known or identifiable address
22 changes. Within fourteen (14) calendar days after receiving the Class Data from
23 Defendant as provided herein, the Settlement Administrator shall mail copies of the
24 Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties
25 agree that this procedure for notice provides the best notice practicable to Class Members
26 and fully complies with due process;

27 c. Any Settlement Notice returned to the Settlement Administrator as non-
28 deliverable on or before the Response Deadline shall be re-mailed to the forwarding

1 address affixed thereto within five (5) business days of receipt of the returned Settlement
2 Notice by the Settlement Administrator. If no forwarding address is provided, the
3 Settlement Administrator shall attempt to determine a correct address by conducting a
4 Class Member Address Search;

5 d. The Settlement Administrator shall perform all other obligations required
6 under the Settlement Agreement, including those under section 7 of the Settlement
7 Agreement.
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9 8. In order for any Settlement Class member to object to this Settlement, or any term
10 of it, the person making the objection may submit the objection to the Settlement Administrator
11 by no later than the Response Deadline specified in the Settlement Notice setting forth the
12 grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the
13 Court. A Class Member may also appear personally or through an attorney, at his or her own
14 expense, at the Final Approval hearing to present his or her objection directly to the Court.

15 9. In order for any Settlement Class member to validly exclude themselves from the
16 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
17 be submitted to the Settlement Administrator postmarked no later than the Response Deadline.
18 Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court.
19 A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
20 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
21 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
22 appear at the Final Approval Hearing to voice any objections to the Settlement.

23 10. At the Final Approval Hearing, the Court shall finally determine whether the
24 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
25 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement
26 of Class Counsel's costs, and the Settlement Administrator expenses for administering the
27 Settlement.
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1 11. The Court's preliminary approval of the Settlement is not to be deemed an
2 admission of liability or fault by Defendant, or a finding as to the validity of any claims or
3 defenses asserted in the Action.

4 12. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
6 further applications arising out of or connected with the proposed Settlement. In the event that
7 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall
8 give notice of the continuance to any objectors to the Settlement.

9 13. If for any reason the Settlement ultimately does not become final, the parties will
10 return to their respective positions in this Action as those positions existed immediately before
11 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
12 with this Court in connection with the Settlement will be deemed an admission of any kind by
13 any of the parties or used as evidence against, or over the objections of, any of the parties for any
14 purpose in this Action or in any other action.

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17 **IT IS SO ORDERED.**

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21 DATED: _____

Hon. Stuart M. Rice
Judge of the Superior Court

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