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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] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS**

Date: May 23, 2025
Time: 10:30 a.m.
Dept: 1

1 This Court preliminarily approved the Parties' Settlement Agreement in its Amended
2 Order Granting Motion for Preliminary Approval of Class Action Settlement, filed on January
3 7, 2025 ("Preliminary Approval Order").

4 The Motion for Final Approval of Class Action Settlement ("Motion") came before this
5 Court on May 23, 2025, at 10:30 a.m., in Department 1 of the above-entitled court, located at
6 the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California 90012.
7 Plaintiffs Alixus Cortez, Kiara Thibodeaux, and Ashley Mendez ("Plaintiffs") appeared
8 through their attorneys of record. Defendants Black Knight Patrol, Inc. and Manuel Jimenez
9 ("Defendants") appeared through their attorneys of record. (Plaintiffs and Defendants are
10 collectively referred to herein as the "Parties")

11 The Court, having considered the Class Action and PAGA Settlement Agreement, and
12 Amendment to Class Action and PAGA Settlement Agreement (hereafter, "Settlement
13 Agreement"), attached collectively as Exhibit 1 to the Declaration of Aaron Bartz in Support
14 of Plaintiffs' Motion for Final Approval of Class Action Settlement and having considered the
15 Motion for Final Approval of Class Action Settlement ("Motion"), and having considered the
16 respective points and authorities and declarations submitted by the Parties in support of the
17 Motion; and good cause appearing, HEREBY ORDERS and MAKES DETERMINATIONS
18 as follows:

19 1. This Order Granting Final Approval of Class Action and Representative PAGA
20 Action Settlement incorporates by reference the definitions set forth in the Settlement
21 Agreement, and all terms used herein shall have the same meanings as set forth in the
22 Settlement Agreement.

23 2. The Court hereby approves the terms set forth in the Settlement Agreement and
24 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
25 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
26 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
27 and over all Parties to this proceeding, including Class Members.

1 3. This Court certifies a Class under California Code of Civil Procedure section
2 382 for purposes of settlement only based on the reasons set forth in this Order, and defined as
3 follows:

4 All current and former non-exempt employees who worked for
5 Defendant in California at any time between and including January 31,
6 2019 and January 7, 2025.

7 4. Each member of the Settlement Class will release Defendants and the other
8 Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the
9 Released Parties pursuant to the terms of the Settlement Agreement.

10 5. The distribution of the Court Approved Notice of Class Action Settlement and
11 Hearing Date for Final Court Approval (“Class Notice”) to the Class as set forth in the
12 Settlement Agreement has been completed in conformity with the Preliminary Approval Order.
13 The Class Notice provided adequate notice of the proceedings and about the case, including the
14 proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully
15 satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons
16 entitled to such notice and to all Class Members who could be identified through reasonable
17 effort. As executed, the Class Notice was the best notice practicable under the circumstances.
18 Class Members were afforded the opportunity to exclude themselves or object to the settlement.
19 No Class Member objected to the settlement, and no class member excluded themselves from
20 the settlement.

21 6. The Court finds that the Settlement Agreement has been reached as a result of
22 informed and non-collusive arms-length negotiations. Consummation of the settlement in
23 accordance with the terms and provisions of the Settlement Agreement is therefore approved.

24 7. The Settlement Agreement is not an admission by Defendants, nor is this Order
25 a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
26 Order, the Settlement Agreement, or any document referred to herein, or any action taken to
27 carry out the Settlement Agreement, shall be construed or deemed to be an admission of
28 liability, culpability, negligence, or wrongdoing on the part of Defendants.

1 8. The Gross Settlement Amount is \$500,000. The Gross Settlement Amount shall
2 represent the total consideration to be paid by Defendants in connection with this settlement,
3 except that Defendants shall also pay the employer's share of payroll taxes pursuant to the
4 Settlement Agreement. Defendants shall have no further liability for costs, expenses, interest,
5 taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the
6 Settlement Agreement.

7 9. The Court hereby confirms that named Plaintiffs Alixus Cortez, Kiara
8 Thibodeaux, and Ashley Mendez are approved as Class Representatives, and awards Class
9 Representative Service Payment to each Plaintiff in the amount of \$7,500, totaling \$22,500.
10 The payment of the Class Representative Service Payments shall be made in accordance with
11 the terms of the Settlement Agreement.

12 10. The Court hereby approves the following as Class Counsel: Aaron Bartz of
13 Bartz Law Group APC. The Court further awards Class Counsel the amount of \$166,666 in
14 attorneys' fees. Bartz Law Group APC shall also be awarded costs in the amount of \$11,323.
15 The attorneys' fees and costs authorized by this paragraph shall be paid in accordance with the
16 terms of the Settlement Agreement.

17 11. The Court further approves the payment of \$21,250 to Phoenix Class Action
18 Administration Solutions for the fees and costs of administering the settlement as set forth in
19 the Settlement Agreement. The payment authorized by this paragraph shall be paid in
20 accordance with the terms of the Settlement Agreement.

21 12. The Administrator shall calculate and mail the checks to those Class Members
22 who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancements
23 as approved by the Court and in accordance with the installment terms as provided by the
24 Settlement Agreement. If any of the installment checks remain uncashed by the expiration of
25 the 180-day period after the check was issued, the Administrator shall send those funds to the
26 California State Controller Unclaimed Property Fund, to be held in the class member's name
27 until claimed.

13. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from January 25, 2022 through January 7, 2025, as defined in the Settlement Agreement, and the payment of Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Seven Thousand Five Hundred Dollars (\$7,500) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Two Thousand Five Hundred Dollars (\$2,500) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Two Thousand Five Hundred Dollars (\$2,500) on a pro rata basis, based on their proportionate Workweeks worked as non-exempt employees for Defendant in California from January 25, 2022 through January 7, 2025. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. 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.

14. The Parties agree that the Court shall have continuing jurisdiction over the construction, interpretation, implementation and enforcement of the Settlement Agreement according to its terms, and over the administration and distribution of the settlement proceeds, pursuant to California Rule of Court 3.769(h).

15. Upon completion of administration of the settlement, the Administrator will provide written certification of such completion to the Court and counsel for the Parties.

16. A Final Accounting is set for _____, at _____ in Department 1 of the above-referenced Court, and five court days prior to the hearing, the parties shall file and serve a compliance report.

IT IS SO ORDERED.

Dated: _____

Hon. Stuart M. Rice
Judge of the Superior Court