

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 18 2025

L. Melendrez *mm.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SONIA TIERNAN-CORTEZ,
individually, on a representative basis, and
on behalf of all others similarly situated;

Plaintiff,

vs.

EXIT BAIL BONDS INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CVRI2401944

*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Exit Bail Bonds, Inc. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good

¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on October 20, 2025.

1 faith, and the Settlement Agreement is approved. Due and adequate notice having been given to
2 the Class, and the Court having considered the Settlement Agreement, all papers filed and
3 proceedings had herein and all oral and written comments received regarding the proposed
4 settlement, and having reviewed the record in this Litigation, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, the Class
9 Representative, the Class Members, and Defendant.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following Class: "all current and former nonexempt (hourly paid) employees employed by
12 Defendant in California during the Class Period of April 11, 2020, through October 8, 2024."
13 The Court deems this definition sufficient for purposes of California Rules of Court, Rule
14 3.765(a).

15 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all
16 current and former nonexempt (hourly paid) employees employed by Defendant in California
17 during the PAGA Period of April 11, 2023, through October 8, 2024."

18 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
19 Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Kevin Lee
20 filed on October 20, 2025), as provided for in the Order Granting Preliminary Approval for the
21 Settlement, constituted the best notice practicable under the circumstances to all Class Members
22 and fully met the requirements of California law and due process under the California and United
23 States Constitution. Based on evidence and other material submitted, the actual notice to the
24 class was adequate.

25 6. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.

27 7. The Released Class Claims on behalf of the Participating Class Members included
28 all claims stated in the Complaint and those based solely upon the facts in the Complaint,

1 including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to
2 provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business
3 expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to
4 provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time
5 period governing the Released Class Claims shall be the Class Period.

6 8. The Released PAGA Class included any and all PAGA claims that Plaintiff
7 alleged against the Released Parties on behalf of herself and the State of California and LWDA,
8 based on the facts stated in the relevant LWDA notice letters and only to the extent that they are
9 alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1)
10 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal
11 periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure
12 to pay vested vacation, (7) failure to timely pay wages each period, (8) failure to timely pay
13 wages upon separation of employment, (9) failure to provide accurate itemized wage statements,
14 and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act,
15 Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and
16 Complaint. The time period governing the Released PAGA Claims shall be any time during the
17 PAGA Period.

18 9. There were no Objections and no Requests for Exclusion from the Settlement;
19 thus, all Class Members are Participating Class Members who are entitled to payment pursuant
20 to the Settlement and this Judgment. Furthermore, all Aggrieved Employees are entitled to
21 payment pursuant to this Settlement and Judgment.

22 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
23 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
24 Parties are directed to perform in accordance with the terms set forth in the Settlement
25 Agreement and this Order and Judgment.

26 11. The Parties are to bear their own costs, except as otherwise provided in the
27 Settlement Agreement and this Order and Judgment.
28

1 12. With respect to the Settlement Class and for purposes of approving this
2 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
4 fact common to the Class Members, and there is a well-defined community of interest among the
5 Class Members with respect to the subject matter of the Action; (c) the claims of Class
6 Representative are typical of the claims of the Class Members; (d) the Class Representative has
7 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
8 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
9 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
10 Plaintiff in her individual and representative capacity and for the Class.

11 13. By this Order and Judgment, the Class Representative shall release, relinquish,
12 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
13 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
14 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
15 discharged all Released Class Claims.

16 14. By this Order and Judgment, Plaintiff and the State of California and its LWDA
17 shall fully, finally, and forever release, relinquish and discharge Defendants and the Released
18 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
19 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
20 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
21 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
22 *v. Superior Court*, 46 Cal.4th 969 (2009).

23 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
24 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
25 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
26 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
27 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
28 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,

1 or liability whatsoever.

2 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
3 \$450,000. From this amount, Class Counsel sought an award of attorney's fees of \$150,000,
4 litigation expenses of \$8,599.50, a Service Award of \$5,000 to Plaintiff and Class Representative
5 Sonia Tiernan-Cortez, Settlement Administrator Costs of \$5,000 to Phoenix Settlement
6 Administrators, and \$20,000 to PAGA Penalties (with 75% [\$15,000] to the LWDA and 25%
7 [\$5,000] to the Aggrieved Employees). Defendant does not oppose these requests. The Court
8 finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set
9 forth below from the Settlement Amount:

- 10 A. \$150,000 to Class Counsel for attorneys' fees;
11 B. \$8,599.50 to Class Counsel for costs/expenses;
12 C. \$5,000 to Class Representative Sonia Tiernan-Cortez as a Service Award;
13 D. \$5,000 to the Settlement Administrator, Phoenix Settlement
14 Administrators;
15 E. \$15,000 to the LWDA;
16 F. \$5,000 to the Aggrieved Employees;
17 G. \$71,514.57 Credit for Prior Payments made by Defendant;
18 H. After deducting the foregoing payments from the Settlement Amount, the
19 remainder shall form the Net Settlement Amount payable to the
20 Participating Class Members as set forth in the Settlement Agreement and
21 as calculated by the Settlement Administrator.

22 17. Defendant is directed to fund the Settlement Amount in accordance with the
23 Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed
24 to calculate the Participating Class Member's Individual Settlement Payments from the Net
25 Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all
26 payments within in accordance with the Settlement Agreement and the timeline set forth below:

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The date this Order is entered	The Effective Date occurs.
The later of December 1, 2025, or 10 days after the Effective Date	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus Defendant's share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before Disbursement Hearing	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: <u>11/12/26</u> Time: 8:30 a.m.	Disbursement Hearing.

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Tiernan-Cortez v. Exit Bail Bonds, Inc.*, Case No. CVRI2401944, on behalf of the Participating Class Members (which includes "All current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period (which is April 11, 2020, through October 8, 2024.").

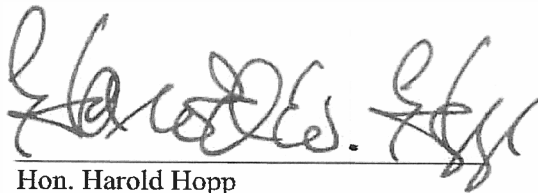
19. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail

1 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
2 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
3 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
4 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
5 Defendant to have the check(s) delivered to the Participating Class Member at their place of
6 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
7 not negotiate his/her check within this time period, the check will be canceled. The value of the
8 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
9 a settlement check shall be issued to the California State Controller in the name of the Class
10 Member and/or Aggrieved Employee.

11 20. This document shall constitute a Judgment for purposes of California Rule of
12 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
13 Class Representative, the Class Members, and Defendant for the purposes of supervising the
14 implementation, enforcement, construction, administration, and interpretation of the Settlement
15 Agreement and this Judgment.

16 IT IS SO ORDERED.

17 Dated: 11/12/25

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Hon. Harold Hopp