

► A Junior

(SIGNATURE)

PLAINTIFF/PETITIONER: Sumia Walker, et al.
 DEFENDANT/RESPONDENT: Western Express, Inc.

CASE NUMBER:
 CIVSB2331147 / Dept. S17

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
****PLEASE SEE ATTACHED PROOF OF SERVICE****

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 14, 2026

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



Deven Launchbaugh

(SIGNATURE OF DECLARANT)

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN -5 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 362399)
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Attorneys for Plaintiff Sumia Walker and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SUMIA WALKER, JATON HURT,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

WESTERN EXPRESS, INC., a Tennessee
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2331147

CLASS ACTION

Honorable Joseph T. Ortiz
Department S17

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: January 5, 2026
Time: 1:30 p.m.
Department: S17

Complaint Filed: November 29, 2023
FAC Filed: December 3, 2024
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz, in Department S17 of the
2 above-entitled Court, located at 247 West 3rd Street, San Bernardino, California 92415, on
3 January 5, 2026 at 1:30 p.m., on Plaintiff Sumia Walker's ("Plaintiff") Motion for Final
4 Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Enhancement
5 Payment ("Motion for Final Approval"). Lawyers for Justice, PC, appeared on behalf of
6 Plaintiff and the Class, and Varner & Brandt LLP appeared on behalf of Defendant Western
7 Express, Inc. ("Defendant").

8 On May 6, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release and Stipulation to Amend Joint Stipulation of Class
12 Action and PAGA Settlement and Release, and Notice of Class Action Settlement, and Continue
13 Final Approval Hearing (together, the "Settlement," "Agreement," or "Settlement Agreement"),
14 which, together with the exhibits annexed thereto set forth the terms and conditions for
15 settlement of the Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties' papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 19 1. The Motion for Final Approval is granted in its entirety.
- 20 2. This Final Approval Order and Judgment incorporates by reference the
21 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
22 terms used, but not defined, herein shall have the same meanings as in the Settlement
23 Agreement and Preliminary Approval Order.
- 24 3. Unless otherwise specified, all citations and references to the Private Attorneys
25 General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") are to the version
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
27 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
28

1 2699, subd. (v), as amended, because the notice to the Labor and Workforce Development
2 Agency ("LWDA") was filed prior to June 19, 2024.

3 4. This Court has jurisdiction over the Class Members as it pertains to the Action
4 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
5 Action as it pertains to the Action and the claims asserted in the Action.

6 5. The Court finds that the applicable requirements of California Code of Civil
7 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
8 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
9 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
10 The Class is hereby defined to include: all current and former non-exempt employees of
11 Defendant (including DOT regulated drivers), who resided in the State of California at the time
12 of working for Defendant at any time during the Class Period ("Class" or "Class Members").

13 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
14 defined to consist of the following individuals: all current and former non-exempt employees of
15 Defendant, who resided in the State of California at the time of working for Defendant at any
16 time during the PAGA Period ("PAGA Employees").

17 7. The Court finds that the Court-approved Notice of Class Action Settlement
18 ("Class Notice") that was provided to the Class Members, fully and accurately informed the
19 Class Members of all material elements of the Settlement, of their opportunity to participate in
20 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
21 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
22 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
23 State of California, the United States Constitution, due process and other applicable law. The
24 Class Notice fairly and adequately described the Settlement and provided the Class Members
25 with adequate instructions and a variety of means to obtain additional information.

26 8. Pursuant to California law, the Court hereby grants final approval to the
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
28 Class as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
2 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-
3 length negotiations between the parties. In so finding, the Court has considered all of the
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
5 expense, and complexity of pursuing the claims presented; the likely duration of further
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
8 including the monetary allocations and payments, appear within the range of reasonableness,
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues. The Court has further considered the absence of any objections by Settlement Class
12 Members to the Class Settlement submitted by Class Members. Accordingly, the Court hereby
13 directs that the Settlement be affected in accordance with the Settlement Agreement and the
14 following terms and conditions.

15 9. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
18 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
19 Members who did not submit a timely and valid Request for Exclusion from the Class
20 Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this Final
21 Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the
22 Maximum Settlement Amount, shall fully and finally release and discharge the Released
23 Parties, and each of them, from the Released Class Claims.

24 10. The Court finds that Plaintiff Sumia has satisfied the prerequisites under PAGA,
25 including, and not limited to, providing the LWDA and Defendant with notice of the specific
26 provisions of the California Labor Code alleged to have been violated, including, and not
27 limited to, the facts and theories to support the alleged violations, in conformity with California
28 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been

submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$140,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$105,000.00 to the LWDA ("LWDA Payment"), and the amount of \$35,000.00 to the PAGA Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff Sumia Walker, the State of California (with respect to PAGA Employees), and all PAGA Employees, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Maximum Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of \$25,000.00 to Simpluris, Inc. ("Simpluris" or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$25,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Payment in the amount of \$9,000.00 to Plaintiff Sumia Walker is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$9,000.00 to Plaintiff Sumia Walker for her Enhancement Payment, according to the terms set forth in the Settlement Agreement.

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3 15. The Court finds that attorneys' fees in the amount of \$417,800.75 to Class
4 Counsel falls within the range of reasonableness and that the results achieved justify the award
5 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
6 payment in the amount of \$417,800.75 to Class Counsel for attorneys' fees, in accordance with
7 the terms and methodology set forth in the Settlement Agreement.

8 16. The Court finds that reimbursement of litigation costs and expenses in the
9 amount of \$14,670.07 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
10 that the Settlement Administrator issue payment in the amount of \$14,670.07 to Class Counsel
11 for reimbursement of litigation costs and expenses, in accordance with the terms and
12 methodology set forth in the Settlement Agreement.

13 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
14 Defendant shall make a one-time deposit of the increased Maximum Settlement Amount of
15 \$1,266,062.89 and Employer Taxes into the settlement account to be established by the
16 Settlement Administrator.

17 18. It is hereby ordered that within seven (7) calendar days following the funding of
18 the increased Maximum Settlement Amount, the Settlement Administrator will issue payments
19 due under the Settlement and approved by the Court as follows: (a) Individual Settlement
20 Payments to Settlement Class Members, (b) Individual PAGA Payments to PAGA Employees,
21 (c) LWDA Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Attorneys' Fees
22 and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement
23 Administrator, in accordance with terms and methodology set forth in the Settlement
24 Agreement.

25 19. Each check issued to a Settlement Class Member and/or PAGA Employee for his
26 or her Individual Settlement Share and/or Individual PAGA Payment shall be valid for a period
27 of one hundred eighty (180) calendar days from the date of issuance of the check, and after this
28 time period, the check(s) shall be cancelled. The funds associated with checks issued to

1 Settlement Class Members and PAGA Employees that have not been cashed or deposited within
2 the 180-day period shall be paid to Legal Aid Society of San Bernardino as a *cy pres* recipient
3 pursuant to California Code of Civil Procedure 384. All Settlement Class Members shall be
4 bound by the terms and conditions of the Class Settlement regardless of whether or not they
5 cash or otherwise negotiate their Individual Settlement Share checks.

6 20. After entry of this Final Approval Order and Judgment, pursuant to California
7 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
8 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
9 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
11 with the distribution of settlement benefits.

12 21. Individualized notice of this Final Approval Order and Judgment is not required.
13 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
14 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
15 date of entry of this Final Approval Order and Judgment.

16 22. A Final Compliance Hearing is set for August 24 ²⁰²⁰ at 8:30 a.m. p.m. in
17 Department S17. Class Counsel shall submit the Settlement Administrator's accounting report
18 regarding the status of the funding and disbursement of the Settlement at least five (5) court days
19 prior to the Final Compliance Hearing.

20 **IT IS SO ORDERED.**

21
22 DATE: Jan. 5, 2020

Joseph Ortiz
The Honorable Joseph T. Ortiz
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On January 14, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Richard D. Marca (Richard.Marca@VarnerBrandt.com)
Janet G. Cervantes (Janet.Cervantes@VarnerBrandt.com)
Alisha L. Maline (Alisha.Maline@VarnerBrandt.com)

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Additional Emails: Madison R. Montgomery (Madison.Montgomery@varnerbrandt.com)
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Attorneys for Defendant Western Express, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 14, 2026, at Glendale, California.



Deven Launchbaugh