

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 12 2026

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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RAUL YANES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

BEST DRILLING AND PUMP, INC.; and
DOES 1 to 100, inclusive,

Defendants.

CASE NO.: CIVSB2330696

*[Assigned for all purposes to The Honorable
Joseph B. Widman, Dept. S36]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declaration of Alexander J.
Aroeste in Support Thereof]*

MFA Hearing Information:

Date: June 8, 2026

Time: 9:00 a.m.

Dept.: S36

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff RAUL YANES's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant BEST DRILLING AND PUMP, INC. ("Defendant") came before this Court on June 8, 2026, at 9:00 a.m. in Department S36 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, CA 92415. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in Support of Plaintiff's Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Apex Class Action LLC ("Apex") representative Katie Tran ("Admin Dec."), and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All persons employed by Defendant in California and classified as an hourly, non-exempt employees during the Class Period.

3. The "Class Period" is the period from November 21, 2019, through January 11, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff RAUL YANES as Class Representative and Lavi & Ebrahimian, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has not been triggered.

17 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Three
18 Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), and also fund the amounts necessary
19 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
20 than fourteen (14) days after the Effective Date. (Settlement, §§ 3.1, 4.3)

21 12. The Administrator will issue the following payments within fourteen (14) days after
22 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
23 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
24 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
25 Service Payment.

26 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
27 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
28

1 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
2 in the amount of Ten Thousand Dollars (\$10,000).

3 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
4 to Class Counsel in the sum One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
5 Sixty-Seven Cents (\$116,666.67), and the reimbursement of litigation expenses in the sum of Sixteen
6 Thousand Nine Hundred Sixty-One Dollars and Forty-Four Cents (\$16,961.44). Each are reasonable
7 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
8 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
9 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
10 obtained for the class.

11 15. The Court approves and orders payment from the Gross Settlement Amount in the
12 amount of Five Thousand Three Hundred Forty Dollars and Zero Cents (\$5,340.00) to Apex for
13 performance of settlement administration services.

14 16. The Court approves and orders the allocation of Twenty Thousand Dollars (\$20,000)
15 of the Gross Settlement Amount as PAGA Penalties.

16 17. The Court approves and orders payment of Fifteen Thousand Dollars and Zero Cents
17 (\$15,000.00) to the LWDA as the LWDA PAGA Payment, or 75% of the PAGA Penalties.

18 18. The Court approves and orders payment of Five Thousand Dollars and Zero Cents
19 (\$5,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual
20 PAGA Payments pursuant to the terms of the Settlement.

21 19. In list form, the amounts approved and ordered paid are as follows:

- 22 a. Gross Settlement Amount ("GSA"): \$350,000.00
- 23 b. LWDA Allocation: Total \$20,000.00, composed of:
 - 24 i. LWDA Payment: \$15,000.00 (75% of LWDA Allocation)
 - 25 ii. Aggrieved Employees: \$5,000.00 (25% of LWDA Allocation)
- 26 c. Expected Deductions: Total \$148,968.11, composed of:
 - 27 i. \$10,000.00 to Plaintiff - Class Representative Service Payment
 - 28 ii. \$116,666.67- Attorneys' Fees
 - iii. \$16,961.44- Attorneys' Costs
 - iv. \$5,340.00- Settlement Administration Costs
- d. Net Settlement Amount: \$181,031.89 (GSA, minus LWDA Allocation, minus Expected Deductions)

1 20. Participating Class Members will have one hundred eighty (180) calendar days from
2 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
3 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
4 voided, and the Administrator shall transmit the funds represented by such checks to the California
5 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
6 residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The
7 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion
8 of the 180 calendar day check cashing period.

9 21. Release by Participating Class Members: All Participating Class Members, on behalf
10 of themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors and assigns, release Released Parties from all claims that were alleged, or
12 reasonably could have been alleged, based on the Class Period facts stated in the Class Complaint
13 and which occurred during the Class Period, including, any and all claims involving any alleged
14 failure to pay minimum wages, failure to pay overtime and overtime wages, failure to provide meal
15 periods, failure to pay provide rest periods, failure to indemnify for employment-related losses and
16 expenditures, failure to pay complete and accurate wage statements, failure to timely pay all earned
17 wages and final paychecks due upon separation, and any alleged violation of California Labor Code
18 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802 the applicable California
19 Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws; and any
20 alleged unfair business practices in violation of California Business and Professions Code § 17200 et
21 seq.; and any claims under California Labor Code Section 2698 et seq. for the foregoing Labor Code
22 violations (the "Released Claims"). Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
25 based on facts occurring outside the Class Period.

26 22. Release by Aggrieved Employees: All Participating and Non-Participating Class
27 Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their
28 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns, the Released Parties, from all claims for PAGA penalties under California Labor Code
2 sections 2698 through 2699.5, that were alleged, or reasonably could have been alleged, based on the
3 PAGA Period facts stated in the PAGA Complaint and PAGA Notice and which occurred during the
4 PAGA Period, including any and all claims for PAGA penalties for any alleged failure to pay
5 minimum wages, failure to pay overtime and overtime wages, failure to provide meal periods, failure
6 to pay provide rest periods, failure to indemnify for employment-related losses and expenditures,
7 failure to timely pay wages and final paychecks due upon separation, and claims for any alleged
8 violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
9 2802.

10 23. Release by Plaintiff: Plaintiff and his former and present spouse, representatives,
11 agents, attorneys, heirs, administrators, successors and assigns generally, releases and discharges
12 Released Parties from all claims, transactions or occurrences arising during the Class Period,
13 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
14 on the facts contained, in the “Operative Complaint” that were, or reasonably could have been, alleged
15 based on facts contained in the “Operative Complaint” (“**Plaintiff’s Release**”). Plaintiff’s Release
16 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
17 benefits, emotional distress, wrongful termination, unemployment benefits, disability benefits, social
18 security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences
19 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
20 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
21 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such
22 different or additional facts or Plaintiff’s discovery of them.

23 24. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542: For purposes
24 of Plaintiff’s Release, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if
25 any, of section 1542 of the California Civil Code, which reads: A general release does not extend to
26 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
27 time of executing the release, and that if known by him or her would have materially affected his or
28 her settlement with the debtor or Released Party.

1 25. "Released Parties" means: Defendant and its parents, subsidiaries, directors, owners,
2 shareholders, officers, and attorneys, past and present, and each of them acting in concert with the
3 foregoing.

4 26. The "PAGA Period" means the period from November 21, 2022, through January 11,
5 2025.

6 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
7 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

8 28. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the settlement, and any and all claims, asserted in, arising out
10 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
11 settlement and the determination of all controversies relating thereto.

12 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
13 file a final report with the Court regarding distribution of settlement funds by Prior to hearing 12-9-26,
14 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
15 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
16 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
17 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
18 Section 384, subd. (b).

19 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

20 Dated: 8/12/26

Joseph B. Widman
Hon. Judge Joseph B. Widman
Judge of the Superior Court

21
22
23 *Court issues order based upon review*
24 *of all written submissions. Without*
25 *objection from any party, the Court*
26 *granted the motion and issued this*
27 *order without conducting a hearing. NO*
28 *member of the public appeared at the scheduled*
hearing as scheduled.

~~[PROPOSED]~~ ORDER AND JUDGMENT

Joseph B. Widman
8/12/26