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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 07/16/2025
By Deputy: Nazarian, Agnes

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MONTEREY
11 UNLIMITED JURISDICTION
12

13 MARIA GONZALEZ, on behalf of herself
14 and all others similarly situated,

15 *Plaintiff,*

16 vs.

17 BESTNEST MANAGEMENT, LLC, a
California corporation; BESTNEST
18 STAFFING LLC, a California corporation;
and DOES 1 through 50, inclusive,

19 *Defendants.*
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Case No. 21CV002228

*Assigned for all purposes to the Honorable
Carrie M. Panetta, Dept. 14*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT
CLASS**

Date: June 27, 2025 _____
Time: 8:30 a.m. _____
Department: 14

Complaint Filed: July 12, 2021

~~PROPOSED~~ ORDER

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff Maria Gonzalez ("Plaintiff") and Defendants BestNest Management, LLC and BestNest Staffing, LLC (collectively, "BestNest" or "Defendants") (Plaintiff and Defendants, collectively, the "Parties") have reached terms of settlement for a putative class and representative action.

Plaintiff has filed a motion for preliminary approval of a class action settlement of the claims asserted against Defendant in this action, memorialized in the Class Action And PAGA Settlement (*see* Declaration of Shaun Setareh In Support of Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class ¶ 12, Exhibit 1), referred to hereinafter as the "Agreement," "Settlement," or "Settlement Agreement."

After reviewing the Agreement, the Notice of Class Action Settlement, and other related documents, and having heard the argument of Counsel for respective Parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. The Court preliminarily finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting preliminary approval of the class action Settlement, the Court has considered the factors identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, as approved in *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224 and *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706.

2. The Court finds that the Settlement has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. The Parties' Settlement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of possible approval as fair, adequate, and reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly. The Court finds that it is appropriate to notify the members of the

1 proposed Settlement Classes of the terms of the proposed Settlement.

2 4. The Parties' proposed notice plan is constitutionally sound because individual notices
3 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best
4 notice practicable. The Parties' proposed Notice of Class Action Settlement (Exhibit A to the Settlement)
5 is sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement,
6 their right to object to the Settlement, their right to receive a payment under the Settlement or to elect not
7 to participate in the Settlement as well as the processes for doing so, and the date and location of the final
8 approval hearing. Therefore, the Notice of Class Action Settlement is approved.

9 5. The following persons are certified as Class Members solely for the purpose of entering a
10 settlement in this matter:

11 All current and former hourly paid and/or non-exempt employees who were employed by
12 BestNest in the State of California at any time from July 21, 2017 until January 6, 2023.
(Settlement, ¶ 1.16.)

13 6. "Aggrieved Employee" or "PAGA Member" means all current and former hourly paid
14 and/or non-exempt employees who were employed by BestNest in the State of California at any time
15 from July 21, 2020 until January 6, 2023. (Settlement, ¶ 1.15.)

16 7. Plaintiff Maria Gonzalez is appointed the Class Representative. The Court finds
17 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and have
18 no conflicts of interest with absent Class Members, and that they adequately represented the interests of
19 absent class members in the Litigation. Shaun Setareh, Jose Patino, and Tyson Gibb of Setareh Law
20 Group are appointed Class Counsel.

21 8. The Court appoints Apex Class Action ("Apex") to act as the Settlement Administrator,
22 pursuant to the terms set forth in the Agreement.

23 9. Class Members will be bound by the Agreement unless they submit a timely and valid
24 written request to be excluded from the respective class settlement within 60 calendar days after the
25 Administrator's mailing of the Class Notice (unless the sixtieth (60th) calendar day falls on a Sunday or
26 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
27 Postal Service is open) in accordance with the terms of the Agreement. Aggrieved Employees will be
28 bound by the PAGA portions of the Settlement and cannot opt out of them.

1 10. Prior to the Final Approval Hearing, Plaintiff shall file a motion for final approval of the
2 settlement, for attorneys' fees and costs, and for any class representative service or enhancement award
3 for Plaintiff.

4 11. Defendants are directed to provide the Settlement Administrator not later than 30 days
5 after the Court grants Preliminary Approval of the Settlement, the Class Data which shall consist of the
6 following:

- 7 (a) the Class Data will be formatted in Microsoft Office Excel and will include each
8 Class Member's and Aggrieved Employee's name, last-known mailing address,
9 Social Security number, and number of Class Period Workweeks and PAGA Pay
10 Periods.

11 12. The Administrator is directed to mail the approved Class Notice by first-class mail to the
12 Class Members in accordance with the Agreement not later than 14 days after receipt of the Class Data
13 from Defendants.

14 13. A final approval hearing will be held on January 30, 2026, at 8:30 a.m./~~1:00 p.m.~~,
15 in Department 14 of the above-entitled Court, to determine whether the Settlement should be granted
16 final approval as fair, reasonable, and adequate as to the Class Members, and whether and to what extent
17 attorneys' fees, costs, and an enhancement awards will be awarded. At that time, the Court will hear all
18 evidence and arguments necessary to evaluate the Settlement. Class Members and their counsel may
19 support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the
20 Class Notice, and this Order.

21 14. The Parties shall submit a declaration from the Claims Administrator as to the status of
22 administration of the Class Notice procedure no later than a date stipulated to by the parties.

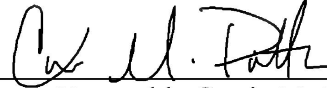
23 15. As set forth in the Agreement, any Class Member may appear at the final approval
24 hearing in person or by his or her own attorney and show cause why the Court should not approve the
25 settlement, or object to the motion for awards of the Class Representative Service Awards and Class
26 Counsel Award. For any written comments or objections to be considered at the hearing, the Class
27 Member must submit a written objection in accordance with the deadlines set forth in the Class Notice,
28 or as otherwise permitted by the Court.

1 16. The Court reserves the right to continue the date of the final approval hearing without
2 further notice to Class Members. The Court retains jurisdiction to consider all further applications
3 arising out of, or in connection with, the Settlement.

4 *The cy pres beneficiary of Legal Aid at Work shall be named in the Settlement and Class Notice. The Class Notice will also be
amended to notify the parties that they have 180 days to cash their payments. Any excess settlement administration costs will be
added to the Net Settlement Amount to be distributed to the Class.

5 **IT IS SO ORDERED.**

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7 DATED: 7/15/2025



Honorable Carrie M. Panetta
MONTEREY COUNTY SUPERIOR COURT JUDGE