

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 SETAREH VATAN, an individual and on
behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 BESPOKE TREATMENT LLC, a California
15 limited liability company; BENJAMIN
16 SPIELBERG, an individual; and DOES 1
through 50,

17 Defendants.
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Case No.: 23STCV30848

[Assigned for All Purposes to:
Hon. David S. Cunningham III, Dept. 11]

**(PROPOSED AMENDED) JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEY'S FEES AND COSTS**

(Filed Concurrently with Amended Notice of
Motion and Amended Motion for Approval of
PAGA Settlement; Supporting Declarations)

DATE: September 22, 2025

TIME: 11:00 a.m.

DEPT: 11

Action Filed: December 19, 2023

Trial Date: Not Set

1 This matter came on regularly for hearing before this Court and having considered the
2 Parties' Amended PAGA Settlement Agreement (the "Settlement" or "Agreement")¹; the
3 documents and evidence presented in support thereof; and recognizing the disputed factual and legal
4 issues involved in this case; the risks of further prosecution, the substantial benefits to be received
5 by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby
9 GRANTS Plaintiff Setareh Vatan's ("Plaintiff") Amended Motion for Approval of California
10 Private Attorneys General Act ("PAGA") Settlement and Attorney's Fees and Costs (the "Motion")
11 and ORDERS, ADJUDGES, AND DECREES as follows:

12 1. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
13 asserted in this action and is authorized to act as a private attorney general with respect to the
14 PAGA claims being released under the terms of the Settlement. The California Labor and
15 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
16 online submission process and the LWDA has not made any objection to the Settlement.

17 2. The "Aggrieved Employees" shall be defined as all current and former non-exempt
18 employees who worked at least one pay period for Defendant Bespoke Treatment LLC in California
19 at any time during the PAGA Period. "PAGA Period" means the time period from December 19,
20 2022 through February 11, 2025.

21 3. The Court hereby approves the PAGA settlement as set forth in the Settlement as
22 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

24 4. Defendants Bespoke Treatment LLC and Benjamin Spielberg (collectively,
25 "Defendants") will fund the Gross Settlement Amount of \$50,000.00 as set forth in the Agreement.

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27 _____
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Agreement, which is attached
as Exhibit 1 to the Amended Declaration of William C. Sung submitted concurrently with the Motion.

1 5. The Court hereby approves, as to form and content, the Explanatory Letter submitted
2 by the parties and included as Exhibit A to the Agreement.

3 6. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator.

4 7. Within 14 days of this Judgment and Order, Defendants shall provide the Settlement
5 Administrator with a list containing the Aggrieved Employees' full name, last known mailing
6 address, total number of Affected Pay Periods or dates of employment, and Social Security number
7 to the extent available from Defendants' records, pursuant to the terms of the Settlement.

8 8. The Settlement Administrator is directed to mail the Individual PAGA Payments and
9 the Explanatory Letter to the Aggrieved Employees within 14 calendar days of receipt of the Gross
10 Settlement Amount being fully funded, pursuant to the terms of the Settlement.

11 9. The Court finds that attorneys' fees in the amount of 1/3 (33 1/3%) of the Gross
12 Settlement Amount (currently estimated to be \$16,666.67) for Plaintiff's Counsel, and
13 reimbursement of litigation costs up to \$12,058.39 to Plaintiff's Counsel, are fair, reasonable, and
14 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
15 Counsel as provided for in the Settlement Agreement.

16 10. The Court orders that the Settlement Administrator shall be paid \$1,800.00 for all of
17 its work done and to be done until the completion of this matter, and finds that sum appropriate.

18 11. The Court finds that the amount of \$14,606.21, representing 75% of the Net
19 Settlement Amount of \$19,474.94 allocated as PAGA civil penalties under the Settlement, to be
20 paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by
21 the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
22 accordance with the terms of the Settlement Agreement.

23 12. The Court approves the scope of the release as set forth in the Settlement. Following
24 entry of this Judgment and Order and full payment by Defendants of the Gross Settlement Amount,
25 Plaintiff and Aggrieved Employees will have released all of the PAGA Released Claims against
26 Released Parties that arose during the PAGA Period.

27 a. "PAGA Released Claims" means any and all claims for civil penalties
28 pursuant to PAGA that were alleged or reasonably could have been alleged based on the facts set

1 forth in the Complaint and/or notice submitted to the LWDA in connection with Action which arose
2 during the PAGA Period, including alleged failure to pay overtime wages; failure to pay minimum
3 wages; failure to provide and maintain complete and accurate itemized wage statements; failure to
4 provide meal periods and rest breaks or additional pay in lieu thereof; failure to timely pay wages
5 during employment and at the time of termination; failure to maintain accurate records; failure to
6 reimburse necessary business expenses; failure to pay aggrieved employees in accordance with
7 Labor Code § 212; violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7,
8 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802; violations of the
9 applicable Wage Orders; and all claims for attorneys' fees and costs and statutory interest in
10 connection therewith.

11 b. “Released Parties” means Defendants Bespoke Treatment LLC and Benjamin
12 Spielberg and their former and present directors, officers, shareholders, owners, members, affiliates,
13 agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

14 13. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
15 calendar days after entry of this Judgment and Order.

16 14. Without affecting the finality of this Judgment and Order in any way, the Court
17 retains jurisdiction to enforce the terms of the Settlement.

18 15. Plaintiff shall file a declaration confirming the final distribution of funds on or before
19 _____, 2026.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

21
22 DATED: _____, 2025

Hon. David S. Cunningham III
Judge of the Superior Court