

JUSTICE FOR WORKERS, P.C.

William C. Sung, Bar No. 280792A
william@justiceforworkers.com
Tiffany Luu, Bar No. 335127
tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, California 90010
Telephone 323.922.2000
Fax No.: 323.922.2000

Attorneys for Plaintiff MUSHFIQUR CHOWDHURY

Jody A. Landry (SBN 125743)

LITTLER MENDELSON, P.C.

501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: (619) 232-0441
Fax: (619) 232-4302
Email: jlandry@littler.com
Email: dkalcheva@littler.com

Attorneys for CWT US, LLC

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MUSHFIQUR CHOWDHURY, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

CWT US, LLC, a Delaware limited
liability company; and DOES 1 through
50,

Defendants.

Case No. 23STCV25373

Hon. Stuart M. Rice, Dept. 1

**JOINT STIPULATION OF CLASS
ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE**

Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”) Settlement and Release (“**Settlement**” or “**Agreement**”) is made and entered into by and between Plaintiff Mushfiquir Chowdhury (“**Plaintiff**”), individually and as the representative of the Participating Class Members, as defined below, on the one hand, and Defendant CWT US, LLC (“**Defendant**”), on the other hand. The Class (as defined below) and

Defendant are jointly referred to herein as the “**Settling Parties**” and individually referred to herein as a “**Settling Party**.”

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. “Action” means the civil action entitled *Mushfiqur Chowdhury v. CWT US, LLC*, Superior Court State of California, County of Los Angeles Case No. 23STCV25373, filed on October 17, 2023 and amended on or about December 20, 2023, as well as the PAGA exhaustion letter Plaintiff’s counsel submitted to the Labor Workforce Development Agency (“**LWDA**”) on October 17, 2023, entitled “Mushfiqur Chowdhury v. CWT US, LLC, Notice of Private Attorneys General Act Claim.”

B. “Class Counsel” means William Sung and Tiffany Luu of JUSTICE FOR WORKERS, P.C.

C. “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees association with any objections or appeals regarding the Settlement.

D. “Class” or “Class Employee(s)” or “Class Member(s)” means all current and former California non-exempt employees of Defendant during the Class Period.

E. “Class Period” means from October 17, 2019 through December 31, 2024, unless amended as provided in Section III(P)(3).

F. “Class Representative’s Service Award” means the amount awarded by the Court to the Class Representative pursuant to Section III (D).

G. “Class Representative” or “Plaintiff” mean Mushfiqur Chowdhury.

H. “Court” means the Superior Court of California for the County of Los Angeles.

1 **I. “Defendant’s Counsel”** means Jody A. Landry of Littler Mendelson, P.C.

2
3 **J. “Effective Date”** means the date by when both of the following have occurred: (a)
4 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final as defined below.

6 **K. “Final”** means that the Settlement has been finally approved by the Court without
7 material modification and as of the latest of the following occurrences: (a) if no participating Class
8 Employees objects to the Settlement, the day the Court enters Judgment; (b) if one or more
9 participating Class Employees objects to the Settlement, the day after the deadline for filing a notice
10 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
11 appellate court affirms the Judgment and issues a remittitur. As noted further below, the Maximum
12 Settlement Amount plus the employer side payroll taxes will be paid within 65 days after the
13 Effective Date or by June 30, 2025, which ever date is later.

14 **L. “Final Approval Hearing”** means the hearing to be conducted by the Court to
15 determine whether to finally approve and implement the terms of this Settlement.

16 **M. “Judgment”** means the judgment entered by the Court after it grants final approval
17 of this Settlement.

18 **N. “Maximum Settlement Amount”** means the maximum potential value of the
19 settlement is Five Hundred and Six Thousand and Two Hundred and Fifty Dollars (\$506,250.00).
20 The Maximum Settlement Amount is the maximum amount Defendant can be required to pay under
21 this Settlement, including: (1) Payments to the Class Employees for their share of the Net Settlement
22 Amount (defined below); (2) Payments to the PAGA Employees of their share of the Net Settlement
23 Amount; (3) Counsels’ Attorneys’ Fees; (4) Counsels’ Litigation Costs and Expenses; (5) Settlement
24 Administration Costs; (6) payment of a Service Award to Plaintiff; (7) the payment to the LWDA of
25 its share of Net Settlement Amount; and (8) employee-side payroll taxes. Defendant will pay the
26 employer-side of the payroll taxes separately.

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1 **O. “Net Settlement Amount”** means the Maximum Settlement Amount *minus* the sum
2 of: (1) Counsels’ Fees; (2) Counsels’ Expenses (3) the Settlement Administration Costs; and (4)
3 Plaintiff’s Service Award for being the Class Representative. Out of the Net Settlement Amount,
4 Thirty Thousand Dollars and Zero Cents (\$30,000.00) is designated as the PAGA Payment, the
5 LWDA will be paid Seventy-Five (75) Percent of the PAGA Payment and the remaining Twenty-
6 Five (25) Percent of the PAGA Payment (“**PAGA Employee Fund**”) will be paid to PAGA
7 Employees as set forth below. The remainder of the Net Settlement Amount (“**Class Employee**
8 **Fund**”) will be paid to the Class Employees as outlined below.

9 **P. “Participating Class Member(s)”** means Class Members who do not submit a
10 timely and valid request to opt-out of the Settlement.

11 **Q. “Parties”** means the Plaintiff and Defendant.

12 **R. “PAGA Employees”** means all current and former non-exempt employees of
13 Defendant in California who worked during the PAGA Period.

14 **S. “PAGA Period”** is the time period October 17, 2022, through December 31, 2024,
15 or the date of preliminary approval, whichever is sooner, unless amended as provided in Section
16 III(P)(3).

17 **T. “Pay Periods”** means, for the PAGA Period, the total number of pay periods
18 actually worked by the PAGA Employee during the PAGA Period in California.

19 **U. “Pay Period Value”** is established by dividing the PAGA portion of the Settlement
20 owed to the PAGA Employees by all Pay Periods for the PAGA Employees as explained in Section
21 III(F).

22 **V. “Preliminary Approval”** means the Court’s order granting preliminary approval of
23 the Settlement.

24 **W. “Released Parties”** means CWT US, LLC, as well as its parents, subsidiaries,
25 affiliates, related organizations, successors and assigns and managerial employees.

26 **X. “Settlement Administrator”** or “**Administrator**” means the third-party
27 administrator as agreed upon by the Parties and as appointed by the Court to administer the
28

Settlement of this Action under the terms of this Settlement. Simpluris shall serve as the Settlement Administrator, subject to the Court's approval.

Y. "Settlement Administration Costs" means all fees and costs owed to the Settlement Administrator in connection with administering the Settlement in this Action under the terms of this Settlement.

Z. "Work Weeks" means for the Class Period, the total number of Work Weeks actually worked by the Class Members for Defendant during the Class Period in California.

AA. "Work Week Value" is established by dividing the Net Settlement Amount by all Work Weeks actually worked by the Class Employees during the Class Period as explained in Section III(F).

II. RECITALS

A. On October 17, 2023, Plaintiff filed his class complaint commencing the Action in Los Angeles Superior Court, which is now pending before the Honorable Stuart M. Rice in Department 1 of the Spring Street Courthouse. On October 17, 2023, Plaintiff's counsel sent a letter to the LWDA to exhaust Plaintiff's remedies under PAGA. Plaintiff contends, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members and alleges the following eight claims: (1) Failure to Pay Minimum Wages in Violation of sections 11182.12, 1194, 1194.2, and 1197 of the California Labor Code; (2) Failure to Pay Overtime Compensation in Violation of sections 204, 510, 1194 and 1198 of the California Labor Code; (3) Failure to Provide Meal Periods in Violation of sections 226.7, 512 and 558 of the California Labor Code; (4) Failure to Authorize and Permit Rest Breaks in Violation of sections 226.7, 516 and 558 of the California Labor Code; (5) Wage Statement Penalties in Violation of section 226 of the California Labor Code; (6) Failure to Timely Pay Final Wages at Termination in Violation of sections 201, 202, and 203 of the California Labor Code; (7) Failure to Reimburse Expenses in Violation of section 2802 of the California Labor Code; (8) Unlawful Deduction of pay in Violation of Labor Code sections 221, 222 and 224 of the California Labor Code and (9) Unfair Competition in Violation of California Business and Professions Code section 17200, *et seq.* Plaintiff filed his First Amended Complaint on or about December 20, 2023 adding a claim under PAGA. Prior to that,

1 Plaintiff submitted a PAGA letter to the LWDA on October 17, 2023 raising claims for violations of
2 all of the following Labor Code sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3,
3 226.7, 246, 256, 510, 512, 516, 558, 1174, 1182.12, 1194. 1194.2, 1197, 1197.1, 1198, 2802.

4 **B.** On October 30, 2024, the Settling Parties attended mediation with Gig Kyriacou, Esq.,
5 an experienced wage and hour class action and PAGA mediator. After lengthy negotiations that
6 occurred during the mediation, during which the Settling Parties, through their counsel, recognized
7 the burdens and risk of continuing with the litigation, the Settling Parties reached an agreement to
8 settle and resolve the Action and Class Released Claims and PAGA Released Claims.

9 **C.** The Settlement represents a compromise and settlement of highly disputed claims.
10 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any
11 of the claims alleged in the Action have merit, or that Defendant bears any liability to the Class
12 Members on those claims, nor as an admission by the Class Members that Defendant's defenses in
13 the Action have merit.

14 Based on these Recitals, the Settling Parties hereby agree as follows:

15 **III. SETTLEMENT TERMS AND CONDITIONS**

16 **A. Maximum Settlement Amount.** In order to settle the Action and Class Released
17 Claims and PAGA Released Claims, Defendant agrees to pay the Maximum Settlement Amount of
18 Five Hundred and Six Thousand and Two Hundred and Fifty Dollars (\$506,250.00). This Maximum
19 Settlement Amount is inclusive of all payments described in Section I(N). Under no circumstances
20 shall Defendant be required to pay more than the Maximum Settlement Amount, other than the
21 amount of employer-side payroll taxes owed on the wage portion of the Settlement Shares
22 ("Employer Taxes"), unless the provisions of section III(P)(3) are triggered. If that occurs then it
23 will be Defendant's choice to increase the Maximum Settlement amount as outlined, or shorten the
24 Class Period. Defendant shall pay the Employer Taxes separately and in addition to the Maximum
25 Settlement Amount.

26 **B. Class Counsel Fees And Expenses.** Defendant and its counsel shall not oppose the
27 application to the Court for an attorney's fees award of up to One-Third (33 1/3%) of the Maximum
28 Settlement Amount, which is equivalent to One Hundred Sixty-Eight Thousand Seven Hundred an

1 Fifty Dollars and Zero Cents (\$168,750.00), and reimbursement of litigation costs and expenses of
2 up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). The Settlement Administrator shall
3 issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and costs awarded to
4 them. Defendant's agreement not to oppose a motion for attorneys' fees or a bill of costs for the
5 aforementioned amounts should not be construed as approval or endorsement by Defendant of the
6 amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court approves shall
7 be paid from the Maximum Settlement Amount. Should the Court approve and award less than the
8 amount provided for herein, the difference shall be included in the Net Settlement Amount.

9 **C. LWDA Payment.** Settling Parties agree that the amount of Thirty Thousand Dollars
10 and Zero Cents (\$30,000.00) of the Maximum Settlement Amount is deemed payment for penalties
11 under PAGA ("PAGA Penalties"), of which Seventy Five (75) Percent, or Eleven Thousand Two
12 Hundred Fifty Dollars and Zero Cents (\$22,500.00), shall be paid to the Labor and Workforce
13 Development Agency ("LWDA Payment") and the remaining Twenty Five (25) Percent, Seven
14 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), shall be distributed to the PAGA
15 Employees pursuant to the formula in Section III(F)(3).

16 **D. Class Representative's Service Award.**

17 1. Plaintiff shall request, and Defendant shall not oppose, an incentive payment
18 not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the Class
19 Representative. The Class Representative's Service Award is intended as reasonable compensation
20 for the time and effort expended by him as Class Representative and in connection with the initiation
21 and maintenance of this Action. The Class Representative's Service Award shall be paid from the
22 Maximum Settlement Amount, and shall be paid in addition to whatever payment Plaintiff is
23 otherwise entitled to as a Participating Class Member. The Class Representative's Service Award
24 shall be reported to the taxing authorities by means of an IRS Form 1099. The amount of the Class
25 Representative's Service Award is left to and within the Court's sole discretion. Should the Court
26 approve and award less than the amount provided for herein, or not at all, the difference shall be
27 included in the Net Settlement Amount. The Settling Parties agree that the approval, and amount, of
28 any Class Representative's Incentive Award in this Action shall be in the Court's sole discretion and

1 not subject to any appeal by Plaintiff who is the sole recipient of any approved Class Representative's
2 Service Award. The Class Representative will provide a full release, with a California Civil Code
3 section 1542 waiver, in exchange for this payment as further discussed below. This Settlement is
4 not contingent on Plaintiff's receipt of any Service Award out of the Maximum Settlement Amount.

5 2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made
6 no representations or warranties regarding the tax consequences of payment of the Class
7 Representative's Service Award, and Plaintiff has not relied on any such representations or
8 warranties. Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies,
9 encumbrances, interest, and penalties that may be due or payable to any taxing authority as a result
10 of payment of any Class Representative's Service Award. Furthermore, Plaintiff agrees to defend
11 and indemnify Defendant and the other Released Parties in connection with any taxes, fines, interest
12 or penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class
13 Representative's Service Award paid pursuant to this Agreement.

14 **E. Settlement Administration Costs.** Settling Parties agreed upon a third-party
15 settlement administrator, Simpluris to act as the Settlement Administrator and it is estimated that the
16 fees, expenses, and costs for administration of the terms of this Settlement shall not exceed \$7,000.
17 All of the Settlement Administration Costs shall be paid from the Maximum Settlement Amount
18 upon completion of all duties required to be performed by the Settlement Administrator under the
19 terms of this Settlement, or as otherwise required by the Court, subject to the "not to exceed" quote
20 from the agreed upon Settlement Administrator. Should the Court approve and award less than the
21 amount provided for herein, or not at all, the difference shall be included in the Net Settlement
22 Amount.

23 **F. Settlement Shares to Class Members.**

24 1. Under the Settlement, each Participating Class Member shall be entitled to
25 payment of a pro rata portion of the Class Employee Fund. Each Participating Class Member's pro
26 rata share of the Class Employee Fund ("**Individual Class Settlement Share**") will be determined
27 by converting the Class Employee Fund into a Work Week value. The Work Week value will be
28 established by dividing the Class Employee Fund by all Work Weeks actually worked by the Class

1 Employees in California during the Class Period. The Work Weeks actually worked by Class
2 Employees during the Class Period will be determined by Defendant's payroll records. The
3 Individual Class Settlement Share for each Class Employee will be determined by multiplying the
4 Work Week value by each Class Employee's individual Work Weeks.

5 2. Each **Individual Class Settlement Share** of the Class Employee Fund shall
6 be apportioned as follows: Twenty (20) Percent as wages (the "**Wage Component**") and Eighty (80)
7 Percent for interest, penalties, and other non-wage damages (the "**Non-Wage Component**"). Each
8 Individual Class Settlement Share shall be subject to reduction for all employee's share of taxes and
9 withholdings on the Wage Component and shall be reported on IRS W-2 forms, and the net payment
10 will be referred to as "**Individual Settlement Payment(s)**." No reductions will be made to
11 Individual Class Settlement Shares for any taxes or withholding in connection with the Non-Wage
12 Component, and the Non-Wage Component shall be reported on IRS 1099 forms. All Class
13 Members covered by this Settlement agree that they are not relying on any representations regarding
14 the tax allocation or treatment of any amounts paid to them under the terms of this Settlement and
15 agree to hold Defendant and the other Released Parties harmless for any and all tax consequences
16 relating to the allocation of the payments made under this Settlement.

17 3. Each PAGA Employee's pro rata share of the PAGA Employee Fund
18 ("**Individual PAGA Settlement Share**") will be determined by converting the PAGA Employee
19 Fund into a Pay Period value. The Pay Period value will be established by dividing the PAGA
20 Employee Fund by all Pay Periods actually worked by the PAGA Employees in California during
21 the PAGA Period as determined by Defendant's payroll records. The Individual Settlement Share
22 for each PAGA Employee will be determined by multiplying the PAGA Pay Period value by each
23 PAGA Employee's individual PAGA pay periods. All payments are for penalties and will be
24 reported on IRS 1099 forms.

25 **G. Distributions.**

26 1. Within Ten (10) business days of the Effective Date, the Settlement
27 Administrator shall provide Class Counsel and Defendant's Counsel with the account information
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1 so that Defendant can wire the Maximum Settlement Amount and the employer side payroll taxes
2 within 65 days after the Effective Date or by June 30, 2025, which ever date is later.

3 2. The Settlement Administrator shall distribute Individual Settlement Payments
4 to Participating Class Members, the payment to the Labor and Workforce Development Agency, the
5 Court-approved Class Representative's Service Award to Plaintiff and Court-approved Class
6 Counsel Fees and Expenses to Class Counsel, within Thirty (30) business days of receipt of payment
7 from Defendant pursuant to this Section.

8 3. Individual Class and PAGA Settlement Share checks issued to Participating
9 Class Members shall remain valid for a period of One Hundred Twenty (120) calendar days after
10 they issue and shall be cancelled thereafter. The Administrator shall transmit the funds represented
11 by uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class
12 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
13 Procedure Section 384, subd. (b)..

14 **H. Payments to Class Do Not Trigger Additional or Derivative Payments.** It is
15 expressly understood and agreed that the receipt of payments under the Settlement shall not entitle
16 Plaintiff or any Participating Class Member to additional or derivative compensation or benefits
17 under any of Defendant's compensation or benefit plans or agreement in place during the period
18 covered by the Settlement, nor shall it entitle Plaintiff or any Class Member to any increased
19 retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of
20 this Settlement that the payments provided for in this Agreement are the sole payments to be made
21 by Defendant to Plaintiff and Participating Class Members, and that Plaintiff and Participating Class
22 Members are not entitled to any additional or derivative compensation or benefits as a result of
23 having received said payments (notwithstanding any contrary language or agreement in any benefit
24 or compensation plan document that might have been in effect during the period covered by this
25 Settlement).

26 **I. Release of Class Claims.**

27 1. Release of Class Claims By Participating Class Members. Upon the Effective
28 Date and once the Settlement is funded with Defendant's payment of the Maximum Settlement

1 Amount and the Employer Taxes, Plaintiff and Participating Class Members shall release Defendant
2 and the other Released Parties for all of the Class Released Claims which occurred during the Class
3 Period. **“Class Released Claims”** means all claims that were actually alleged or that could have
4 been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period,
5 as well as any and all wage and hour claims and that were asserted or could have been asserted based
6 on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, arising at any
7 time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether
8 due to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other
9 theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-
10 free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide
11 duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure
12 to reimburse expenses; (e) waiting time penalties; (f) failure to provide accurate wage statements;
13 (g) unfair business practices; (h) claims for the attorney’s fees and costs incurred in the prosecution
14 of this Action on behalf of the Class Employees (i) any other claims, remedies, penalties, or interest
15 that could have been plead based on the facts alleged in the First Amended Complaint; and (j) all
16 claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the
17 payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this
18 Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant
19 to this Settlement Agreement. The release of the Class Released Claims shall be effective as to the
20 entire Class Period defined above. It is the intent of the Parties that the Judgment entered by the
21 Court shall have full *res judicata* effect and be final and binding upon Participating Class Members
22 regarding the Class Released Claims.

23 2. Complete and General Release by Class Representatives. Plaintiff
24 understands that he may hereafter discover facts in addition to or different from those Plaintiff now
25 knows or believes to be true with respect to the subject matter of the Class Released Claims and
26 PAGA Released Claims, but upon the Effective Date and once the Settlement is funded with
27 Defendant’s payment of the Maximum Settlement Amount and the Employer Taxes, shall be deemed
28 to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever

1 settled and released any and all of the Class Released Claims and PAGA Released Claims, as well
2 as any other known or unknown, suspected or unsuspected, contingent or non-contingent claims,
3 which now exist, or heretofore have existed, upon any theory of law or equity now existing,
4 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach
5 of any duty, law or rule, without regard to the subsequent discovery or existence of such different or
6 additional facts. In exchange for the consideration provided to Plaintiff under the Settlement, he
7 shall waive any and all rights Plaintiff may have under California Civil Code section 1542 (“Section
8 1542”). Section 1542 reads as follows: “A general release does not extend to claims that the creditor
9 or releasing party does not know or suspect to exist in his or her favor at the time of executing the
10 release and that, if known by him or her, would have materially affected his or her settlement with
11 the debtor or released party.” Plaintiff understands that he is providing a general release of known
12 and unknown claims to Defendant and the Released Parties that is effective when the Court grants
13 final approval of the Settlement and Defendant funds the Settlement.

14 3. Release of PAGA Claims by State of California and PAGA Employees. Upon
15 the Effective Date and once the Settlement is funded with Defendant’s payment of the Maximum
16 Settlement Amount and the Employer Taxes, Plaintiff, the State of California, and all PAGA
17 Employees shall release Defendant and the other Released Parties with respect to the PAGA Released
18 Claims which occurred during the PAGA Period. “**PAGA Released Claims**” means all claims for
19 violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the
20 State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted
21 or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First
22 Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code
23 sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512, 516,
24 558, 1174, 1182.12, 1194. 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq., claims for violation
25 of the provisions of the applicable Wage Order regarding minimum wage, overtime, meal periods
26 and rest periods, as well as allegations regarding the late payment of wages during employment and
27 of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct
28 rate, and failure to reimburse business expenses; (b) claims for the attorney’s fees and costs incurred

1 in the prosecution of this Action on behalf of the PAGA Employees; and (c) all claims that Plaintiff,
2 the State of California and the PAGA Employees may have against the Released Parties relating to:
3 (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant
4 to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment
5 pursuant to this Settlement Agreement. The release of the PAGA Released Claims shall be effective
6 as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered
7 by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of
8 California, and the PAGA Employees regarding the PAGA Released Claims.

9 **J. Motion For Preliminary Approval.**

10 1. Class Counsel will file an unopposed motion with the Court (the "Preliminary
11 Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval
12 Hearing; approving the distribution of the Notice of Class Action Settlement (the "**Class Notice**") in
13 substantively the form attached hereto as "**Exhibit A**"; and approving the procedures and deadlines
14 for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant's
15 Counsel will either not respond or will file a notice of non-opposition to the motion. Class Counsel
16 is responsible for notifying the LWDA of the proposed Settlement.

17 2. At the hearing on the Preliminary Approval Motion, the Settling Parties will
18 jointly appear, and support the granting of the motion, and submit a proposed order granting
19 preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval
20 Hearing (the "**Proposed Order**"). The Proposed Order to be submitted to the Court in substantially
21 the form that is attached hereto as "**Exhibit B**."

22 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
23 deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the
24 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and
25 the Settling Parties will revert to their respective positions.

26 **K. Mailing of Class Notice to Class Members.**

27 After the Court enters its order granting preliminary approval of the Settlement, all Class
28 Members will be provided with the Class Notice by the Settlement Administrator as follows:

1 1. Within Ten (10) business days after the Court grants preliminary approval of
2 the Settlement, Defendant shall provide to the Settlement Administrator the last-known contact
3 information that it has for the Class Members, including their full name, mailing addresses, telephone
4 numbers, Social Security numbers, start and end dates of employment, and the number of Work
5 Weeks actually worked during the Class Period and the number of Pay Periods actually worked
6 during the PAGA Period (“Class Data List”). All data and information provided to the Settlement
7 Administrator by way of the Class Data List shall be treated as confidential and shall not be disclosed
8 to anyone, except as may be required to applicable tax authorities, pursuant to Defendant’s express
9 written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement
10 to locate missing Class Members.

11 2. Within Fourteen (14) calendar days after receiving the Class Data List from
12 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members
13 via first-class U.S. Mail, using the last known address information provided by Defendant, unless
14 such address is modified by any updated address information that the Settlement Administrator
15 obtains in the course of administration of the Settlement. Prior to completing this mailing, the
16 Settlement Administrator shall perform a National Change of Address (“NCOA”) search to confirm
17 the validity of and update Class Members’ mailing addresses.

18 3. If any Class Notice is returned as undeliverable with a forwarding address, the
19 Settlement Administrator shall have Five (5) calendar days to re-mail the Class Notice to the
20 forwarding address. If any Class Notice is returned as undeliverable without a forwarding address,
21 the Settlement Administrator shall have Five (5) calendar days from receipt of the returned Class
22 Notice to search for a more current address for the Class Member and to re-mail the Class Notice to
23 the Class Member. This inquiry shall include a skip-trace search. The Settlement Administrator
24 shall be responsible for taking all reasonable steps, consistent with its agreed upon job parameters,
25 Court orders and fee, according to the deadlines set forth in this Settlement, to administer the
26 Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for
27 all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class
28 Members as set forth herein. If the Class Notice is re-mailed, the Settlement Administrator shall

1 note for its own records the date and address of each such re-mailing and so notify Class Counsel
2 and Defendants' counsel. The Settlement Administrator has no obligation to make further attempts
3 to locate or send the Class Notice to Class Members whose Class Notice is returned a second time.
4 The Response Deadline shall be extended by an additional Fourteen (14) days beyond the Forty Five
5 (45) days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-
6 mailed.

7 4. The Settlement Administrator shall provide weekly status reports to counsel
8 for the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number
9 of objections, if any are received; (c) the number of disputes of pay periods, if any are received; and
10 (c) the number of requests to opt-out of the Settlement, if any are received.

11 5. No later than Ten (10) business days after the Response Deadline, the
12 Settlement Administrator shall provide Class Counsel and Defendant' counsel, a declaration for
13 filing with the Court in support of Plaintiff's motion for final approval of the Settlement, setting forth
14 its due diligence and compliance with its obligations under this Settlement.

15 **L. Opt-Outs and Objections To Settlement.**

16 Class Members are not required to submit a claim form to participate in the Settlement. Class
17 Members may opt out of the Settlement or submit objections to the Settlement pursuant to the
18 following procedures:

19 1. The Class Notice shall provide that Class Members who do not want to
20 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
21 out of the Settlement ("**Opt-Out Notice**") to the Settlement Administrator not later than Forty Five
22 (45) calendar days after the date that the Settlement Administrator first mails the Class Notice
23 ("**Response Deadline**"). An Opt-Out Notice must: (a) contain the full name, address, and last four
24 digits of the Social Security number of the person requesting to opt-out; (b) be signed by the person
25 requesting to opt-out; (c) reference the Action by its name; and (d) contain a statement clearly
26 indicating that the person submitting the request seeks to be excluded from the Settlement. If the
27 Opt-Out Notice does not contain the information listed in (a)-(d) or is not returned to the Settlement
28 Administrator postmarked by the Response Deadline, it shall not be deemed timely and valid. The

1 date of the postmark on the return mailing envelope shall be the exclusive means used to determine
2 whether the Opt-Out Notice has been timely submitted. Any Class Member who submits a timely
3 and valid Opt-Out Notice shall not be entitled to any recovery under the Settlement and shall not be
4 bound by the terms of the Settlement, and shall not have any right to object, appeal, or comment
5 thereon. The submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to
6 their Individual PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-
7 Out Notice shall be Class Members bound by all terms of the Settlement and the contemplated
8 Judgment if the Settlement is granted final approval by the Court. No later than Ten (10) business
9 days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and
10 Defendant's Counsel with a complete list of all Class Members who have submitted timely and valid
11 Opt-Out Notices, including their full names.

12 2. The Class Notice shall provide that Participating Class Members (i.e., Class
13 Members who are not seeking to opt out of the Settlement) who wish to object to the Settlement must
14 submit to the Settlement Administrator a written statement explaining their objection to the
15 Settlement no later than the Response Deadline. Alternatively, or in addition to a written objection,
16 Class Members may appear at the Final Approval Hearing to make an oral objection. If a Class
17 Member opts out of the Settlement, they cannot object to the Settlement.

18 3. A Class Member who does not make an oral objection at the Final Approval
19 Hearing or does not submit a written objection in the manner and by the Response Deadline specified
20 above shall be deemed to have waived all objections and shall be foreclosed from making any
21 objections to the Settlement, whether by appeal or otherwise.

22 4. If a Class Member who has timely filed an objection or makes an oral
23 objection at the Final Approval Hearing to the Settlement files a Notice of Appeal of the
24 contemplated Judgment within the time period prescribed by law, Defendant shall not be required to
25 fund any portion of the Maximum Settlement Amount, and the Settlement Administrator shall not
26 distribute or pay any monies until the appeal(s) are finally resolved in favor of the Settlement or
27 dismissed with prejudice.

28 5. The Parties agree that there is no statutory right for any PAGA Employee to

1 object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a
2 Class Member opts out, and is also a PAGA Employee, he or she is still covered by the PAGA portion
3 of the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt
4 by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of
5 this settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the
6 approval of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with
7 respect to the Final Order as it pertains to the PAGA part of the Settlement.

8 **M. Resolution of Class Member Disputes Over Work Weeks or Pay Periods.**

9 1. If a Class Member disputes the number of Work Weeks or Pay Periods
10 credited to him or her, which will be stated in the Class Notice, the Class Member must submit a
11 written dispute to the Settlement Administrator, postmarked no later than the Response Deadline.
12 The dispute must: (a) contain the full name, address, and last four digits of the Social Security number
13 of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and
14 case number; (d) contain a statement clearly indicating that the Class Member disputes the number
15 of Work Weeks and/or Pay Periods that are credited to him or her and the number of Work Weeks
16 and/or Pay Periods that the Class Member claims should be credited to him or her; and (e) attach
17 supporting documentation, if any, that they may have. If such a dispute arises with respect to a Class
18 Member, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel.
19 Defendant shall manually review its payroll and personnel records to verify the correct number of
20 Pay Periods or Work Weeks for the disputing Class Member. Defendant's records shall have a
21 rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly
22 determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the
23 Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration
24 to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-
25 appealable.

26 **N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their
27 respective counsel or management shall solicit or otherwise encourage any Class Member, directly
28 or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the

Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Response Deadline, Plaintiff shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. No later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or Class Period and PAGA Period.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative's Service Award, does not constitute grounds to terminate or void the Settlement.

2. Defendant has the right to cancel the Settlement if more than Ten (10) Percent of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to

1 cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel
2 within Ten (10) business days of Defendant's Counsel receiving notification from the Settlement
3 Administrator that more than Ten (10) Percent of the Class Members have submitted timely and valid
4 Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement,
5 then Defendant shall be responsible for paying all Settlement Administration Costs.

6 3. As of the mediation it was estimated that there were 18,914 work weeks.
7 Should the number of workweeks for the Class Period exceed that number by more than 10%, which
8 means they must exceed, 20,805, Defendant has the option to either increase the Maximum
9 Settlement Amount proportionally for the work weeks that exceed the 10%, or to shorten the Class
10 Period so that there is no increase in the amount above the 10% threshold. That means, for example,
11 that if the actual work weeks as of December 31 2024, are 21,500, and Defendant were to elect option
12 (a) and increase the Maximum Settlement Amount, then Defendant would need to pay an additional
13 \$16,909.35 ($\$506,250 \div 20,805 = \24.33×695 excess work weeks) to have a release
14 through that date.

15 4. Either Settling Party may terminate this Settlement by giving written notice to
16 the other Settling Party (through its counsel) no later than Twenty (20) calendar days after receiving
17 notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval
18 Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the
19 Settlement does not become final because of any appellate court action; or (iii) the Court's final
20 approval of the Settlement is reversed or materially modified on appellate review.

21 5. In the event of termination of this Settlement as provided above, this
22 Settlement shall become and be considered null and void, and it shall have the following effects: (i)
23 the Settling Parties shall have no further obligations under the Settlement; (ii) Defendant shall have
24 no obligation to make any payments to any person, party, Class Member or attorney that otherwise
25 would have been owed under this Settlement, except that in case of termination under Section III
26 (P)(2), Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as
27 of the date that the Settlement is terminated; (iii) in case of termination under Section III (P)(4), the
28 Parties shall split the Settlement Administrator's reasonable fees and expenses incurred as of the date

1 that the Settlement is terminated; (iv) the Settlement and all negotiations, statements and proceedings
2 relating thereto shall be without prejudice to the rights of any of the Settling Parties, all of whom
3 shall be restored to their respective positions in the Action prior to the Settlement; and (v) neither
4 this Settlement nor any ancillary documents, actions, statements or filings in furtherance of
5 settlement (including all matters associated with the mediation) shall be admissible or offered into
6 evidence in the Action or any other case or proceeding for any purpose whatsoever.

7 6. Notice of the termination of the Settlement by a Settling Party must be
8 provided to counsel for the other Settling Party in writing.

9 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or
10 the Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for
11 the Settling Parties shall confer in good faith in an attempt to resolve the dispute.

12 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel waive all appeals from the
13 Court's Final Approval of this Settlement.

14 **S. Publicity.** Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by
15 Defendant's name or location, through a press release, posting on counsels' website, in social media
16 or by any other public means, other than necessary court filings and proceedings associated with the
17 settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this
18 Settlement with his spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's counsel from
19 communicating with putative class members in this case or with the court in which this action is
20 pending.

21 **T. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
22 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate,
23 and reasonable resolution of the Action and have arrived at this Settlement in arms-length
24 negotiations, considering all relevant factors, present and potential, and shall so represent it to the
25 Court.

26 **U. No Admission Of Liability.** Defendant and the Released Parties deny any and all
27 alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members. By entering
28 into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any

1 law or regulation. This Settlement is entered into solely for the purpose of compromising highly
2 disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any
3 liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their
4 claims were non-meritorious or that any defense asserted by Defendant was meritorious. This
5 Settlement and the fact that the Settling Parties are willing to settle the Action and have entered into
6 this Settlement shall have no bearing on, and shall not be admissible in connection with, any
7 litigation, other than as is necessary to enforce the terms of this Settlement.

8 **V. Miscellaneous Terms.**

9 1. Integrated Agreement. After it is signed and delivered by all Settling Parties
10 and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the
11 Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous
12 oral representations, warranties, covenants, or inducements made to any Settling Party concerning
13 this Settlement or its exhibits, including the Settlement Terms.

14 2. Execution in Counterparts. This Settlement may be executed in one or more
15 counterparts and by facsimile or PDF version. The Settlement may be signed electronically by means
16 that are verifiable, for example through DocuSign. All executed counterparts, and each of them,
17 shall be deemed to be one and the same instrument, provided that counsel for the Settling Parties
18 shall exchange between themselves original signed counterparts. Any executed counterpart shall be
19 admissible in evidence to prove the existence and contents of this Settlement.

20 3. Modification of Settlement. This Settlement, and any and all parts of it, may
21 be amended, modified, changed, or waived only by an express written instrument signed by all
22 Settling Parties or their successors-in-interest, subject to approval by the Court.

23 4. Settlement Binding on Successors. This Settlement shall be binding upon,
24 and inure to the benefit of, the successors of each of the Settling Parties and Participating Class
25 Members.

26 5. Applicable Law. All terms and conditions of this Settlement and its exhibits
27 shall be governed by and interpreted according to the laws of the State of California, without giving
28 effect to any conflict of law or choice of law principles.

1 6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the
2 Action, subject to necessary compliance with the Court's orders, except such proceedings necessary
3 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by
4 the Court.

5 7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
6 Parties warrant and represent they are expressly authorized by the Settling Parties whom they
7 represent to negotiate this Agreement and to take all appropriate actions required or permitted to be
8 taken by such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any
9 other documents required to effectuate the terms of this Agreement. The Settling Parties and their
10 counsel shall cooperate with each other and use their best effort to effectuate the implementation of
11 the Settlement. In the event the Settling Parties are unable to reach agreement on the form or content
12 of any document needed to implement the Settlement, or on any supplemental provisions that may
13 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the
14 assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
15 of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of
16 Defendant. The Class Representatives represent and warrant that they are authorized to sign this
17 Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement
18 to a third-party.

19 8. Notices. Unless otherwise specifically provided herein, all notices, demands
20 or other communications given hereunder shall be in writing and shall be deemed to have been duly
21 given as of the third business day after mailing by United States registered or certified mail, return
22 receipt requested, addressed as follows:

23 To Class Counsel:

24 **JUSTICE FOR WORKERS, P.C.**
25 William C. Sung
26 william@justiceforworkers.com
27 Tiffany Luu
28 tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, California 90010
Telephone 323.922.2000

To Defendant:

Jody A. Landry, Esq.
LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101
Email: jlandry@littler.com

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: 01/15/2025

M. Chowdhury
Mushfiqur Chowdhury, Plaintiff

CWT US, LLC

Dated: _____

Laura Watterson

Approved as to form:

Dated: January 15, 2025

William C. Sung
William C. Sung
Attorney for Plaintiff and the Class

Dated: _____

Jody A. Landry, attorney for Defendant

To Defendant:

Jody A. Landry, Esq.
LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101
Email: jlandry@littler.com

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

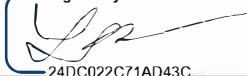
Dated: _____

Mushfiquir Chowdhury, Plaintiff

CWT US, LLC

23-Jan-25

Dated: _____

Signed by:

24DC022C71AD43C

Laura Watterson

Approved as to form:

Dated: _____

William C. Sung
Attorney for Plaintiff and the Class

Dated: January 23, 2025



Jody A. Landry, attorney for Defendant

EXHIBIT A

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NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES
Mushfiqur Chowdhury v. CWT US, LLC
Case No.: 23STCV25373

Indicate Name/Address Changes, if any:

<<Name>>

«Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THIS SETTLEMENT.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above class and representative action (hereinafter referred to as “the Action”) filed in Los Angeles County Superior Court has been reached between Plaintiff Mushfiqur Chowdhury, in his individual capacity, as class representative, and as private attorney general (referred to as “Plaintiff”) on one hand, and Defendant CWT USA, LLC (“Defendant”) on the other. The Settlement has been granted Preliminary Approval by the Court supervising the Action. The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a Class Member and/or a PAGA Employee (as defined below). The purpose of this Class Notice is to inform you of the Settlement of the Action and your legal rights under the Settlement as follows:

- “Class Members” is defined as all current and former non-exempt employees of Defendant in California during the Class Period (defined below). “PAGA Employees” means all current and former non-exempt employees of Defendant in California who worked during PAGA Period (also defined below).
- The proposed Settlement generally resolves claims regarding (i) minimum and overtime wages, (ii) meal periods, (iii) rest periods, (iv) final wages, (v) wage statements, (vi) reimbursement of expenses, (vii) unfair competition, and (viii) civil penalties under PAGA based on the underlying Labor Code violations alleged in the Action. Please see Section E below for further information regarding the claims you are releasing by participating in this Settlement.
- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability for these claims.
- The two sides disagree on whether Defendant is liable for the allegations raised in this case and how much money could have been won if the employees won at trial. Defendant denies the claims.

Your legal rights may be affected. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Get a Payment

If you are a Class Member, you will automatically receive a payment, called Individual Class Settlement Share, unless you exclude yourself from the Settlement as described below. If you are a PAGA Employee, you will also automatically receive your payment, called Individual PAGA Settlement Share, as you cannot exclude yourself from the PAGA portion of the Settlement. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.

**Exclude
Yourself**

If you are a Class Member and want to exclude yourself from the Class portion of the Settlement, you must submit a written request seeking to opt-out of the Settlement to the Settlement Administrator no later than _____ (45 calendar days after the date that the Settlement Administrator first mails the Class Notice). The opt-out request must: (a) contain the full name, address, and last four digits of the Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to opt-out; (c) reference the Action by its name (*Mushfiqur Chowdhury v. CWT US, LLC*; and (d) contain a statement clearly indicating that you are submitting the request seeks to be excluded from the Settlement. This is the only option that allows you to bring your own claims against Defendant regarding the legal claims in the Action. You will not be bound by the terms of the Settlement if you opt out, nor will you receive a Individual Class Settlement Share. You cannot exclude yourself from the PAGA portion of the settlement.

Object

If you are a Class Member, and do not opt-out of the Class portion of the settlement, you can object to the Class portion of the Settlement, if

you so wish. This allows you to object to the terms of the Settlement but still participate in the Settlement that is finally approved and receive an Individual Class Settlement Share. If you wish to object to the Class portion of the Settlement, you must submit to the Settlement Administrator a written statement explaining your objection to the Settlement no later than (45 calendar days after the date that the Settlement Administrator first mails the Class Notice). Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the proposed Settlement of the lawsuit and informs you of your legal rights under that proposed Settlement. You are receiving this notice because you may be a member of the Class or are a PAGA Employee on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On October 17, 2023, Plaintiff filed his class complaint commencing the Action in Los Angeles Superior Court, which is now pending before the Honorable Stuart M. Rice in Department 1 of the Spring Street Courthouse. On October 17, 2023, Plaintiff's counsel sent a letter to the LWDA to exhaust Plaintiff's remedies under PAGA. Plaintiff contends, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members and alleges the following eight claims: (1) Failure to Pay Minimum Wages in Violation of sections 11182.12, 1194, 1194.2, and 1197 of the California Labor Code; (2) Failure to Pay Overtime Compensation in Violation of sections 204, 510, 1194 and 1198 of the California Labor Code; (3) Failure to Provide Meal Periods in Violation of sections 226.7, 512 and 558 of the California Labor Code; (4) Failure to Authorize and Permit Rest Breaks in Violation of sections 226.7, 516 and 558 of the California Labor Code; (5) Wage Statement Penalties in Violation of section 226 of the

1 California Labor Code; (6) Failure to Timely Pay Final Wages at Termination in Violation of sections
2 201, 202, and 203 of the California Labor Code; (7) Failure to Reimburse Expenses in Violation of
3 section 2802 of the California Labor Code; (8) Unlawful Deduction of pay in Violation of Labor
4 Code sections 221, 222 and 224 of the California Labor Code and (9) Unfair Competition in
5 Violation of California Business and Professions Code section 17200, *et seq.* Plaintiff filed his First
6 Amended Complaint on or about December 20, 2023 adding a claim under PAGA. Prior to that,
7 Plaintiff submitted a PAGA letter to the LWDA on October 17, 2023 raising claims for violations of
8 all of the following Labor Code sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3,
9 226.7, 246, 256, 510, 512, 516, 558, 1174, 1182.12, 1194. 1194.2, 1197, 1197.1, 1198, and 2802.

10 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged
11 in the Action and further denies that, for any purpose other than that of settling this lawsuit, the
12 Action is appropriate for class or representative treatment. Defendant contends, among other things,
13 that it complied at all times with the California Labor Code, the California Business and Professions
14 Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the
15 merits of the Actions.

16 **SUMMARY OF THE SETTLEMENT**

17 **A. Why is there a Settlement?**

18
19 The Court did **not** decide in favor of Plaintiff or Defendant. There was no trial. Instead, both
20 sides agreed to a settlement after attending a mediation. The Settlement allows the parties to avoid
21 the costs, risks, and uncertainty of a trial, and the Class Members and PAGA Employees will get
22 compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable, and
23 adequate and in the best interests of all Class Members and PAGA Employees. Thus far, the Court
24 has determined only that there is sufficient evidence to suggest that the proposed Settlement might
25 be fair, adequate, and reasonable. The Court will make a final determination of whether the proposed
26 Settlement is fair, adequate, and reasonable at the Final Approval Hearing.
27
28

1 **C. What is the Class Period and the PAGA Period?**

2 The term “Class Period” means the period from October 17, 2019 through December 31,
3 2024. The “PAGA Period” means the period from October 17, 2022 through December 31, 2024.

4 **D. What does the Settlement provide?**

5 1. Maximum Settlement Amount.

6 Defendant will pay a total of Five Hundred and Six Thousand and Two Hundred and Fifty
7 Dollars (\$506,250.00) (the “Maximum Settlement Amount”) to settle the Action. This amount
8 includes \$476,250 to settle the class claims and \$30,000 to settle the PAGA claims. It is proposed
9 that the following payments will be made from the Gross Settlement Amount.
10

- 11
- 12 a. Distribution to Participating Class Members. Approximately \$ [REDACTED]
13 (“Class Distribution”) will be distributed to Class Members who do not
14 opt out of the Class portion of the Settlement based upon the number of
15 weeks that they worked during the Class Period.
- 16 b. Distribution to PAGA Members. Approximately \$7,500 will be distributed
17 pro rata to PAGA Members based upon the number of pay periods that
18 they worked during the PAGA Period.
- 19 c. Attorneys’ Fees and Expenses. Class Counsel has worked on this lawsuit
20 without compensation and has advanced funds to pay for expenses
21 necessary to prosecute the action. Under the Settlement, Class Counsel
22 will request an award of fees of no more than \$168,760, which is one-third
23 of the Gross Settlement Amount, and an award of expenses not to exceed
24 \$20,000.
- 25 d. Class Representative Service Award. Plaintiff is requesting a class
26 representative service award of \$7,500 to Plaintiff as Class
27 Representative, in addition to the amount that he will receive as a Class
28 Member and as a PAGA Employee, to compensate him for undergoing the
burden and expense of prosecuting the Action and for the broader release
of claims he are required to provide to Defendant.
- e. Settlement Administration Costs. The Settlement Administrator,
Simpluris, Inc., has advised the parties that the settlement administration
costs will not exceed \$7,000.
- f. Payment to State of California. Approximately \$22,500 of the Gross
Settlement Amount will be paid to the state of California in settlement of

allegations that Defendant owes civil penalties to the state for alleged Labor Code violations.

The funds used for the Maximum Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall distribute the Court-approved Class Representative Service Awards to the Plaintiff, the Court-approved attorneys' fees and litigation costs to Class Counsel, the settlement administration costs to the Settlement Administrator, and the payment to the LWDA at the same time and manner as the settlement payments to the participating Class Members and PAGA Members.

2. Your Individual Payment Amount

The Settlement Administrator will calculate the individual settlement payments to all PAGA Members, and to all Class Members who do not submit valid opt-out requests.

Currently, it is estimated that you will receive approximately \$[REDACTED]. This is based on Defendant's records showing you:

- [Option 1] worked [REDACTED] weeks during the Class Period;
- [Option 2] worked [REDACTED] pay periods during the PAGA Period.

[REDACTED] This/these amounts can change depending on how much the Court awards in attorneys' fees, litigation costs, the Class Representative Service Awards to the Plaintiff, and the number of Class Members who ask to be excluded from the Class portion of the Settlement.

Settlement checks will expire 120 days from the date they are issued by the Settlement Administrator. The Settlement Administrator will transmit the funds represented by uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

3. Tax Matters

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to participating Class Members reflecting the payments each Class Member and/or

1 PAGA Member receives under the Settlement. For tax purposes, payments to Class Members will
2 be allocated as follows: 20% as wages, 80% as interest and penalties. Payments to PAGA Members
3 will be apportioned as penalties only. Forms W-2 and/or Forms 1099 will be distributed at times and
4 in the manner required by the Internal Revenue Code.

5 Interest and penalties paid under this Settlement shall not be subject to federal, state, and
6 local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for
7 payments of interest and penalties. The usual and customary deductions will be taken out of the
8 amounts attributable to unpaid wages. Class Members should consult with their tax advisors
9 concerning the tax consequences of the payment they receive under the Settlement.

10 **E. What are you giving up to get a payment?**

11 Upon entry of the Final Approval Order and Defendant's payment of the Maximum
12 Settlement Amount plus the Employer's withholding share of payroll taxes, Plaintiff and Class
13 Members will be deemed to have released the Released Parties of and from all of the Released Claims
14 during the Class Period. The Released Claims, further described below, include all claims that
15 Plaintiff, the Class, any Class Member, and/or any PAGA Employee had, or may claim to have,
16 against any of the Released Parties.

17 Release of Class Claims by the Participating Class Members. Upon the Effective Date and
18 once the Settlement is funded with Defendant's payment of the Maximum Settlement Amount and
19 the Employer Taxes, Plaintiff and Participating Class Members shall release Defendant and the other
20 Released Parties for all of the Class Released Claims which occurred during the Class Period.
21 **"Class Released Claims"** means all claims that were actually alleged or that could have been alleged
22 in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period, as well as
23 any and all wage and hour claims and that were asserted or could have been asserted based on the
24 factual or legal allegations contained in Plaintiff's First Amended Complaint, arising at any time
25 during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due
26 to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other
27 theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-
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1 free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide
2 duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure
3 to reimburse expenses; (e) waiting time penalties; (f) failure to provide accurate wage statements;
4 (g) unfair business practices; (h) claims for the attorney's fees and costs incurred in the prosecution
5 of this Action on behalf of the Class Employees (i) any other claims, remedies, penalties, or interest
6 that could have been plead based on the facts alleged in the First Amended Complaint; and (j) all
7 claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the
8 payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this
9 Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant
10 to this Settlement Agreement. The release of the Class Released Claims shall be effective as to the
11 entire Class Period defined above. It is the intent of the Parties that the Judgment entered by the
12 Court shall have full *res judicata* effect and be final and binding upon Participating Class Members
13 regarding the Class Released Claims.

14 Release of PAGA Claims By State of California and PAGA Employees. Upon the Effective
15 Date and once the Settlement is funded with Defendant's payment of the Maximum Settlement
16 Amount and the Employer Taxes, Plaintiff, the State of California, and all PAGA Employees shall
17 release Defendant and the other Released Parties with respect to the PAGA Released Claims which
18 occurred during the PAGA Period. "**PAGA Released Claims**" means all claims for violations of
19 the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of
20 California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or
21 could have been asserted based on the factual or legal allegations contained in Plaintiff's First
22 Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code
23 sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512, 516,
24 558, 1174, 1182.12, 1194. 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq., claims for violation
25 of the provisions of the applicable Wage Order regarding minimum wage, overtime, meal periods
26 and rest periods, as well as allegations regarding the late payment of wages during employment and
27 of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct
28 rate, and failure to reimburse business expenses; (b) claims for the attorney's fees and costs incurred

1 in the prosecution of this Action on behalf of the PAGA Employees; and (c) all claims that Plaintiff,
2 the State of California and the PAGA Employees may have against the Released Parties relating to:
3 (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant
4 to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment
5 pursuant to this Settlement Agreement. The release of the PAGA Released Claims shall be effective
6 as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered
7 by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of
8 California, and the PAGA Employees regarding the PAGA Released Claims.

9 **"Effective Date"** means the date by when both of the following have occurred: (a) the Court
10 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is
11 final. Such order becomes final upon the latest of the following occurrences: (a) if no participating
12 Class Employees objects to the Settlement, the day the Court enters Judgment; (b) if one or more
13 participating Class Employees objects to the Settlement, the day after the deadline for filing a notice
14 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
15 appellate court affirms the Judgment and issues a remittitur. The Maximum Settlement Amount plus
16 the employer side payroll taxes will be paid within 65 days after the Effective Date or by June 30,
17 2025, whichever date is later.

18 **THE FINAL APPROVAL HEARING**

19
20 Presently, the Court has determined only that there is sufficient evidence to suggest that the
21 proposed Settlement might be fair, reasonable and adequate. The Court will conduct a final approval
22 hearing regarding the proposed Settlement (the "Final Approval Hearing") on **DATE** at **TIME**, in
23 Department 1 of the Los Angeles County Superior Court located at Spring Street Courthouse, 312
24 North Spring Street. Los Angeles, CA 90012. The Court will determine: (i) whether the Settlement
25 should be given the Court's final approval as fair, reasonable, adequate and in the best interests of
26 the participating Class Members; (ii) whether the participating Class Members should be bound by
27 the terms of the Settlement; (iii) the amount of the attorneys' fees and litigation costs that should be
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1 awarded to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as Class
2 Representative Service Award.

3 At the Final Approval Hearing, the Court will hear all objections, as well as arguments for
4 and against the proposed Settlement. You have a right to attend this hearing but you are not required
5 to do so. You also have the right to hire an attorney to represent you or to enter an appearance and
6 represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible
7 for paying any attorneys' fees and/or costs associated with that representation.

8 The Settlement Administrator will give notice to any objecting party of any continuance of
9 the hearing on the Motion for Final Approval. Additionally, you may contact the Settlement
10 Administrator, listed at the end of this notice, to inquire into the date and time of the Final Approval
11 hearing.

12 Condition of Settlement. This Settlement is conditioned upon the Court entering an order at
13 or following the Final Approval Hearing fully and finally approving the Settlement as fair,
14 reasonable, adequate and in the best interests of the participating Class Members.

15 **WHAT ARE YOUR OPTIONS?**

16 **• OPTION 1 – GET A PAYMENT**

17
18 **IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE**
19 **YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO**
20 **ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT**
21 **PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO**
22 **THE LAWYERS IN THIS CASE.**

23
24 The number of pay periods you worked during the Class Period and/or the PAGA Period and
25 the estimated amount of your Settlement Payment is set forth above in this notice. If you believe that
26 the number of weeks and/or pay periods are stated incorrectly, you may dispute it by timely
27 submitting a written dispute to the Settlement Administrator, postmarked no later than
28

1 [REDACTED]. The dispute must contain the following: (a) your full name, address, and last four
2 digits of your Social Security number; (b) your signature; (c) reference to the Actions by name and
3 case number; (d) a statement clearly indicating that you dispute the number of pay periods that are
4 credited to you and the number of pay periods that you claim should be credited to you. The dispute
5 should attach supporting documentation, if any, that you may have. If you believe that the information
6 is correct, you do not have to do anything.

7 The Individual Class and PAGA Settlement Shares you will receive will be a full and final
8 settlement of your Class and PAGA Released Claims described above.

9
10 • **OPTION 2 – EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT**

11 You have a right to exclude yourself (“Opt Out”) from the Class portion of the Settlement.
12 However, if you choose to do so, you will not receive any payment from the proposed class
13 settlement. You will **not** be bound by a judgment in this case as it pertains to the class settlement
14 and will have the right to file your own lawsuit against Defendant, subject to time limits called
15 Statutes of Limitations and other potential defenses that Defendant may assert, and to pursue your
16 own claims in a separate suit. If you opt out and are a PAGA Member, you will still be bound by the
17 PAGA portion of the Settlement, receive your Individual PAGA Settlement Share, and release the
18 PAGA Released Claims.

19
20 You can opt out of the Class portion of the Settlement by submitting a written request that
21 must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be
22 signed by you; (c) refer to the Actions by name; and (d) contain a statement clearly indicating that
23 you seek to be excluded from the Settlement. Send it by first class U.S. mail to the Settlement
24 Administrator at Simpluris, Inc., [REDACTED].

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26 To be valid, your Opt-Out Form must be postmarked no later than [REDACTED], 2025.

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Jody A. Landry, Bar No. 125743
jlandry@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101-3577
Telephone: 619.232.0441

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1 This document as well as the pleadings and other records in the Action may also be examined in
2 person at any time during regular business hours at the Office of the Clerk of the Los Angeles County
3 Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The
4 Settlement Administrator also maintains and website ([REDACTED]) to post information of interest
5 to Class Members including the date, time, and location for the Final Approval Hearing and copies
6 of the Joint Stipulation of Class Action Settlement, Motion for Preliminary Approval, the Preliminary
7 Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees
8 Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments,
9 the Final Approval, and the Judgment.

10 **ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE**
11 **SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.**

12 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK**
13 **FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT**
14 **ADMINISTRATION PROCESS.**

15
16 **QUESTIONS?**

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18 If you have any questions, you may contact Class Counsel or the Settlement Administrator.

19 **SETTLEMENT ADMINISTRATOR**

20 **SIMPLURIS, INC.**

21 **[REDACTED]**
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EXHIBIT B

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1 **JUSTICE FOR WORKERS, P.C.**
2 William C. Sung, Bar No. 280792A
3 william@justiceforworkers.com
4 Tiffany Luu, Bar No. 335127
5 tluu@justiceforworkers.com
6 3600 Wilshire Boulevard, Suite 1815
7 Los Angeles, California 90010
8 Telephone 323.922.2000
9 Fax No.: 323.922.2000

10 *Attorneys for Plaintiff Mushfigur Chowdhury*

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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 MUSHFIQUR CHOWDHURY, an individual
16 and on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 CWT US, LLC, a Delaware limited liability
20 company; and DOES 1 through 50,

21 Defendants..

Case No.: 23STCV25373

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and
the Declarations of [REDACTED] and Plaintiff in
Support of Motion]*

PRELIMINARY APPROVAL HEARING:

Date:

Time:

Dept.: 1

Action Filed: October 17, 2023

Trial Date: Not set

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1 Class Settlement Shares to the Participating Class Members.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant formal
5 and informal discovery, investigation, research, and litigation have been conducted such that counsel for
6 the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
7 at this time will avoid substantial costs, delay, and risks that would be presented by the further
8 prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious,
9 informed, adversarial, and arms-length negotiations between the Parties. Accordingly, the Court
10 preliminarily finds that the Settlement was entered into in good faith and meets the requirements for
11 preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement, Class
13 Counsel's attorneys' fees and costs, Settlement Administration Costs, the PAGA Penalties, and the Class
14 Representative's Service Award should be finally approved as fair, reasonable, and adequate as to the
15 members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies, for settlement purposes only, the following class
17 ("Class Members"): All current and former non-exempt employees of Defendant in California during
18 the Class Period. The "Class Period" means the period from October 17, 2019 through December 31,
19 2024. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the
20 Administrator a timely and valid request to opt out of the Settlement.

21 6. Further, the Court provisionally certifies, for settlement purposes only, the following
22 "PAGA Employees": All current and former non-exempt employees of Defendant in California who
23 worked during the PAGA Period. The "PAGA Period" means the period from October 17, 2022 through
24 December 31, 2024.

25 7. Release of Claims.

26 The release provisions of the settlement, as set forth below, are provisionally approved:

- 27 a. Released Parties. "Released Parties" means CWT US, LLC, as well as its parents,
28 subsidiaries, affiliates, related organizations, successors and assigns and managerial

employees.

b. Release of Class Claims by Participating Class members. Upon the Effective Date and once the Settlement is funded with Defendant's payment of the Maximum Settlement Amount and the Employer Taxes, Plaintiff and Participating Class Members shall release Defendant and the other Released Parties for all of the Class Released Claims which occurred during the Class Period. "**Class Released Claims**" means all claims that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First Amended Complaint, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to provide accurate wage statements; (g) unfair business practices; (h) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees (i) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the First Amended Complaint; and (j) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Class Released Claims shall be effective as to the entire Class Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Class Released Claims.

c. Complete and General Release by Class Representative. Plaintiff understands that he may

hereafter discover facts in addition to or different from those Plaintiff now knows or believes to be true with respect to the subject matter of the Class Released Claims and PAGA Released Claims, but upon the Effective Date and once the Settlement is funded with Defendant's payment of the Maximum Settlement Amount and the Employer Taxes, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released any and all of the Class Released Claims and PAGA Released Claims, as well as any other known or unknown, suspected or unsuspected, contingent or non-contingent claims, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. In exchange for the consideration provided to Plaintiff under the Settlement, he shall waive any and all rights Plaintiff may have under California Civil Code section 1542 ("Section 1542"). Section 1542 reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Plaintiff understands that he is providing a general release of known and unknown claims to Defendant and the Released Parties that is effective when the Court grants final approval of the Settlement and Defendant funds the Settlement.

- d. Release of PAGA Claims by State of California and PAGA Employees. Upon the Effective Date and once the Settlement is funded with Defendant's payment of the Maximum Settlement Amount and the Employer Taxes, Plaintiff, the State of California, and all PAGA Employees shall release Defendant and the other Released Parties with respect to the PAGA Released Claims which occurred during the PAGA Period. "**PAGA Released Claims**" means all claims for violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First Amended Complaint,

including (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Order regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses; (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; and (c) all claims that Plaintiff, the State of California and the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of California, and the PAGA Employees regarding the PAGA Released Claims.

8. The Court, for purposes of this Preliminary Approval Order, hereby refers to and adopts all terms and definitions as set forth in the Settlement.

9. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints, for settlement purposes only, Plaintiff as the "Class Representative." The Court approves, on a preliminary basis, payment of a Class Representative Service Award to

1 Plaintiff of up to \$7,500.00 from the Maximum Settlement Amount, in addition to the amount he is
2 eligible to receive as a Class Member, for his contributions and participation in the litigation, for the
3 risks and duties attendant to his role as the Class Representative, and for his general release of claims
4 against the Released Parties. To the extent the final amount awarded is less, the remainder will be retained
5 in the Net Settlement Amount for distribution to Participating Class Members.

6 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel William Sung and
7 Tiffany Luu of Justice for Workers, P.C., as "Class Counsel." The Court approves, on a preliminary
8 basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Maximum Settlement
9 Amount (currently estimated to be \$168,760.00), as well as reimbursement for actual costs not to exceed
10 \$20,000.00, payable from the Maximum Settlement Amount. To the extent actual costs are less and/or
11 the final amounts awarded for fees and/or costs are less, the remainder will be retained in the Net
12 Settlement Amount for distribution to Participating Class Members.

13 12. The Court appoints Simpluris, Inc. as the "Administrator" with payment, payable from
14 the Maximum Settlement Amount, for administration costs not to exceed \$7,000.00, except upon a
15 showing of good cause and as approved by the Court. To the extent administration costs are less, the
16 remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

17 13. The Administrator shall perform services and duties as provided for in the Settlement,
18 including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in English and Spanish,
19 to Class Members. Class Members shall not be required to submit a claim form to receive individual
20 settlement payments.

21 14. The Court approves the Class Notice in substantially similar form and content as is
22 attached to the Settlement as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for
23 distribution of the Class Notice satisfies due process, provides the best notice practicable under the
24 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

25 15. The obligations set forth in the Settlement are deemed part of this Preliminary
26 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according to
27 its terms and provisions.

28 16. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Class Data List	Within 10 business days after entry of this Preliminary Approval Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data List from Defendant
Response Deadline for Class Members	Within 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion For Final Settlement Approval	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE STUART M. RICE
Judge of the Superior Court, Los Angeles County

4904-7454-0556.1 / 099914-1022