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

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

12 Plaintiff,

13 v.

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

16 Defendants..

Case No.: 23STCV25373

[Assigned for All Purposes to:
Hon. Stuart M. Rice, Dept. 1]

CLASS AND REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING:

DATE: March 11, 2025

TIME: 10:30 a.m.

DEPT: 1

Action Filed: October 17, 2023

Trial Date: Not set

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1 responsible for the payroll taxes owed on the wage portions of the Individual Class Settlement
2 Shares to the Participating Class Members.

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

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

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

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

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1 7. Release of Claims.

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

- 3 a. Released Parties. “Released Parties” means CWT US, LLC, as well as its parents,
4 subsidiaries, affiliates, related organizations, successors and assigns and managerial
5 employees.
- 6 b. Release of Class Claims by Participating Class members. Upon the Effective Date and
7 once the Settlement is funded with Defendant’s payment of the Maximum Settlement
8 Amount and the Employer Taxes, Plaintiff and Participating Class Members shall release
9 Defendant and the other Released Parties for all of the Class Released Claims which
10 occurred during the Class Period. “**Class Released Claims**” means all claims that were
11 actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the
12 Class Employees for the entire Class Period, as well as any and all wage and hour claims
13 and that were asserted or could have been asserted based on the factual or legal allegations
14 contained in Plaintiff’s First Amended Complaint, arising at any time during the Class
15 Period, including but not limited to: (a) failure to pay all wages owed, whether due to
16 alleged off the clock work, rounding, failure to correctly calculate the regular rate or any
17 other theory of liability for the underpayment of the minimum wage or overtime (b) failure
18 to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof;
19 (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of
20 pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure
21 to provide accurate wage statements; (g) unfair business practices; (h) claims for the
22 attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class
23 Employees (i) any other claims, remedies, penalties, or interest that could have been plead
24 based on the facts alleged in the First Amended Complaint; and (j) all claims that Plaintiff,
25 the Class Employees may have against the Released Parties relating to: (i) the payment,
26 taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this
27 Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment
28 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

1 respect to the PAGA Released Claims which occurred during the PAGA Period. “**PAGA**
2 **Released Claims**” means all claims for violations of the following Labor Code sections
3 on behalf of Plaintiff, the PAGA Employees and the State of California for the entire
4 PAGA Period, as well as any and all PAGA claims that were asserted or could have been
5 asserted based on the factual or legal allegations contained in Plaintiff’s First Amended
6 Complaint, including (a) penalties under PAGA for alleged violations of Labor Code
7 sections 201-203, 204, 210, 212, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 256, 510,
8 512, 516, 558, 1174, 1182.12, 1194. 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq.,
9 claims for violation of the provisions of the applicable Wage Order regarding minimum
10 wage, overtime, meal periods and rest periods, as well as allegations regarding the late
11 payment of wages during employment and of final wages, inaccurate wage statements,
12 failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business
13 expenses; (b) claims for the attorney’s fees and costs incurred in the prosecution of this
14 Action on behalf of the PAGA Employees; and (c) all claims that Plaintiff, the State of
15 California and the PAGA Employees may have against the Released Parties relating to: (i)
16 the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel
17 pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of
18 Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the PAGA
19 Released Claims shall be effective as to the entire PAGA Period defined above. It is the
20 intent of the Parties that the Judgment entered by the Court shall have full *res judicata*
21 effect and be final and binding upon Plaintiff, the state of California, and the PAGA
22 Employees regarding the PAGA Released Claims..

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

25 9. The Court finds, for settlement purposes only, that the Class meets the
26 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
27 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
28 common, or of general interest, to all Class Members, which predominate over individual issues;

1 (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class
2 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
3 action is superior to other available methods for the fair and efficient adjudication of the
4 controversy.

5 10. The Court appoints, for settlement purposes only, Plaintiff as the "Class
6 Representative." The Court approves, on a preliminary basis, payment of a Class Representative
7 Service Award to Plaintiff of up to \$7,500.00 from the Maximum Settlement Amount, in addition
8 to the amount he is eligible to receive as a Class Member, for his contributions and participation
9 in the litigation, for the risks and duties attendant to his role as the Class Representative, and for
10 his general release of claims against the Released Parties. To the extent the final amount awarded
11 is less, the remainder will be retained in the Net Settlement Amount for distribution to
12 Participating Class Members.

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

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

26 13. The Administrator shall perform services and duties as provided for in the
27 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in
28 English and Spanish, to Class Members. Class Members shall not be required to submit a claim

form to receive individual settlement payments.

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

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

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	_____, 2025

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

1 or enforce the Settlement.

2 **IT IS SO ORDERED.**

3 DATED: _____

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