

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

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

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

12 Plaintiff,

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

16 Defendants.
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Case No.: 23STCV25373

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

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEY'S FEES AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: August 22, 2025

TIME: 10:30 a.m.

DEPT: 1

Action Filed: October 17, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Mushfiquir Chowdhury (“Plaintiff”) for Final Approval of Class
2 Action and PAGA Settlement, Class Representative Service Award, and Attorneys’ Fees and Costs
3 (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to California
4 Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
5 Settlement (“Preliminary Approval Order”). Having considered the Parties’ Amended Joint
6 Stipulation of Class Action and Private Attorneys General Act Settlement and Release (“Settlement”
7 or “Agreement”)¹, and the documents and evidence presented in support thereof, and recognizing the
8 sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and
9 the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes
10 a final ruling that the Settlement is fair, reasonable, and adequate pursuant to California Code of Civil
11 Procedure § 382, and is the product of good faith, arm’s-length negotiations between the parties. Good
12 cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby
13 ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former California non-exempt employees of Defendant CWT US,
19 LLC (“Defendant”) during the Class Period of October 17, 2019 through December
20 31, 2024.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung and
22 Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Simpluris, Inc. as the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on March 20, 2025, and the notice process has been completed in conformity
25 with the Settlement and the Court's Order Granting Preliminary Approval of Class Action and PAGA
26 Settlement. The Court finds that said notice was the best notice practicable under the circumstances,
27 and that individual notice was provided to all Class Members who could be identified through
28

¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 reasonable effort. The Class Notice provided due and adequate notice of the proceedings and matters
2 set forth therein.

3 5. The Court finds that no Class Member objected to the Settlement, that no Class
4 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
5 final approval.

6 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and orders
7 the Parties to effectuate the Settlement according to its terms.

8 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
9 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of
10 law or fact common to the Class, and there is a well-defined community of interest among members
11 of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
12 Representative are typical of the claims of the Settlement Class members; (d) the Class Representative
13 has fairly and adequately protected the interests of the Class; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified
15 to serve as counsel for the Class Representative and the Class.

16 8. The Court finds that given the absence of objections to the Settlement, this Order shall
17 be considered final as of the date of entry.

18 9. The Court finds that the Individual Class Settlement Shares and Individual PAGA
19 Settlement Shares, as provided for in the Settlement, are fair, reasonable, and adequate, and orders
20 the Administrator to distribute the Individual Class Settlement Shares and Individual PAGA
21 Settlement Shares in conformity with the terms of the Settlement.

22 10. The Court orders Defendant to deposit the Maximum Settlement Amount of
23 \$506,250.00 and employer payroll taxes with the Administrator within 14 calendar days of the
24 Effective Date.

25 11. The Court finds that a Class Representative Service Award in the amount of \$7,500.00
26 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this payment is
27 fair, reasonable, and adequate, and orders that the Administrator make this payment in conformity
28 with the terms of the Settlement

1 12. The Court finds that attorney’s fees in the amount of \$168,750.00 and litigation costs
2 of \$15,274.95 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$7,000.00 from the Maximum
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of Plaintiff’s
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar days
13 from the date of issuance of the check, and that any settlement checks that remain uncashed after one
14 180 days after they are mailed shall be distributed to the Controller of the State of California to be
15 held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, in the name of
16 the Class Member to whom the check was issued.

17 16. “Released Parties” means Defendant CWT US, LLC as well as its parents,
18 subsidiaries, affiliates, related organizations, successors and assigns and managerial employees.

19 17. Upon the Effective Date and once the Settlement is funded with Defendant’s payment
20 of the Maximum Settlement Amount and the Employer Taxes, Plaintiff and Participating Class
21 Members shall release Defendant and the other Released Parties for all of the Class Released Claims
22 which occurred during the Class Period. “Class Released Claims” means all claims that were actually
23 alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees
24 for the entire Class Period, as well as any and all wage and hour claims and that were asserted or
25 could have been asserted based on the factual or legal allegations contained in Plaintiff’s First
26 Amended Complaint, arising at any time during the Class Period, including but not limited to: (a)
27 failure to pay all wages owed, whether due to alleged off the clock work, rounding, failure to correctly
28 calculate the regular rate or any other theory of liability for the underpayment of the minimum wage

1 or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay
2 in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular
3 rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to
4 provide accurate wage statements; (g) unfair business practices; (h) claims for the attorney's fees and
5 costs incurred in the prosecution of this Action on behalf of the Class Employees (i) any other claims,
6 remedies, penalties, or interest that could have been plead based on the facts alleged in the First
7 Amended Complaint; and (j) all claims that Plaintiff, the Class Employees may have against the
8 Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to
9 Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and
10 allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Class
11 Released Claims shall be effective as to the entire Class Period.

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

1 Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of
2 Plaintiff's Payment pursuant to this Settlement Agreement. The release of the PAGA Released
3 Claims shall be effective as to the entire PAGA Period.

4 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
5 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
6 90 days on the Administrator's website and to the LWDA pursuant to Labor Code § 2699.

7 20. This document shall constitute a final judgment pursuant to California Rule of Court
8 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
9 hearing, the court must make and enter judgment. The judgment must include a provision for the
10 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
11 may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant
12 to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the Settlement,
13 the Final Approval Order, and this Judgment.

14 21. Once entered, this judgment shall have full res judicata effect and be final and binding
15 on Plaintiff, the Class Members, the PAGA Employees and the State of California.

16 22. The Court sets a Non-Appearance Compliance Hearing for _____, 2026
17 at ____ a.m. in Department 1 of the above-entitled Court. Plaintiff shall file a Final Disbursement
18 Declaration from the Administrator no later than 7 calendar days before the Compliance Hearing.

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

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21 DATED: _____, 2025

Judge of the Superior Court