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Electronically Filed by  
Superior Court of California,  
Contra Costa County  
3/18/2026  
By: N. McCallister-Villa, Deputy

9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF CONTRA COSTA**

13 NATASHA WINDOM, individually, on behalf  
14 of all others similarly situated, and on behalf of  
15 the State of California and other aggrieved  
16 persons,

16 *Plaintiff,*

17 v.

18 SKSS ENTERPRISES INC. dba THE UPS  
19 STORE, a California corporation; and DOES 1  
20 through 10, inclusive,

21 *Defendants.*

Case No.: C23-01274

*Assigned for all purposes to:*  
*Hon. Benjamin T. Reyes, II*  
*Dept. 16*

22 **~~[PROPOSED]~~ JUDGMENT AND ORDER**  
23 **GRANTING PLAINTIFF'S MOTION**  
24 **FOR FINAL APPROVAL OF CLASS**  
25 **ACTION AND PAGA SETTLEMENT**

26 FINAL APPROVAL HEARING

27 Date: March 5, 2026

28 Time: 9:00 a.m.

Dept.: 16

Complaint filed: May 26, 2023

FAC filed: December 7, 2023

1 This matter came on for hearing on March 5, 2026 at 9:00 a.m., in Department 16 of the  
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement  
3 pursuant to California Rules of Court, Rule 3.769. On November 6, 2025, this Court issued an  
4 Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.  
5 Plaintiff Natasha Windom (“Plaintiff”) now seeks an order granting final approval of the Class  
6 Action and PAGA Settlement Agreement (“Settlement”), a copy of which is attached to the  
7 Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Final Approval of Class  
8 Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the  
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval  
11 of Class Action Settlement granted on November 6, 2025, and the instant Motion for Final  
12 Approval of Class Action and PAGA Settlement, the Court grants final approval of the  
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class  
15 Action Settlement, the Class Notice was sent to each Class Member by First Class mail. These  
16 papers informed Class Members of the terms of the Settlement, their right to receive an Individual  
17 Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b) request  
18 exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation of their  
19 Individual Settlement Payment; and (d) appear at the final approval hearing. No Class Member has  
20 objected to or requested to be excluded from the proposed Settlement.

21 2. The Court finds and determines that this notice procedure afforded adequate protections  
22 to Class Members and provides the basis for the Court to make an informed decision regarding  
23 approval of the Settlement based on the responses of the Class. The Court finds and determines  
24 that the notice provided in this case was the best notice practicable, which satisfied the  
25 requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this Court  
27 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that  
28 joinder of all members is impracticable; (b) there are questions of law or fact common to the class

1 and a well-defined community of interest among members of the Class with respect to the subject  
2 matter of the action; (c) the claims of Class Representative Natasha Windom are typical of the  
3 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the  
4 interests of the Class; (e) a class action is superior to other available methods for an efficient  
5 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified  
6 to serve as Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all non-exempt,  
8 hourly-paid employees employed Defendant in California for work performed at any time between  
9 November 29, 2018 through July 3, 2024. The Court deems this definition sufficient for purposes  
10 of California Rules of Court, Rule 3.765(a).

11 5. The Court hereby confirms Arrash T. Fattahi, Emily Borman, and Arman A. Salehi of  
12 Wilshire Law Firm, PLC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Natasha Windom as the Class Representative.

14 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,  
15 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having  
16 found that the Settlement was reached as a result of informed and non-collusive arm's length  
17 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate  
18 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate  
19 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid  
20 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
21 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of  
22 the Settlement and recognizes the significant value accorded to the Class.

23 8. The Court hereby approves that Defendant SKSS Enterprises Inc. dba The UPS Store  
24 ("Defendant") shall pay a total of \$250,000.00 to resolve this litigation.

25 9. The Court finds and determines that the Individual Settlement Payments to be paid to  
26 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court  
27 hereby gives final approval to and orders the payment of those amounts to be made to the  
28 Settlement Class Members in accordance with the Settlement.

1           10. From the Settlement Amount, the Court finds and determines that payment of  
2 \$10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and  
3 Workforce Development Agency will receive 75% (\$7,500.00), and the remaining 25%  
4 (\$2,500.00) will be distributed to PAGA Members (defined as all current and former non-exempt  
5 employees of Defendant employed in the State of California during the PAGA Release Period  
6 (June 21, 2022 through July 3, 2024), regardless of whether the Class Members submitted a valid  
7 Request for Exclusion or otherwise opted out of the Settlement). The Court hereby grants final  
8 approval to and orders the payment of the amount in accordance with the Settlement. From the  
9 Settlement Amount, the Court finds and determines the Incentive Award of \$10,000.00 to the  
10 named Plaintiff is fair and reasonable. The Court hereby grants final approval to and orders the  
11 payment of that amount to be paid to the named Plaintiff for her service as a class representative  
12 and for her agreement to release claims.

13           11. From the Settlement Amount, the Court finds and determines that the fees and  
14 expenses in administering the Settlement incurred by Apex Class Action, LLC (“APEX”) in the  
15 amount of \$4,990.00 are fair and reasonable. The Court hereby grants final approval to and orders  
16 the payment of that amount in accordance with the Settlement.

17           12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees  
18 in the amount of \$83,333.33 and litigation costs in the amount of \$16,083.46. Five percent (5%)  
19 of the attorney’s fees are to be withheld by the claims administrator pending satisfactory  
20 compliance as found by the Court. The Court hereby grants final approval to and orders the  
21 payment of those amounts in accordance with the Settlement.

22           13. “Class” means all persons employed by Defendant in California as an hourly-paid or  
23 non-exempt employee at any time during the Class Period.

24           14. Release by Participating Class Members Who Are Not Aggrieved Employees: Upon the  
25 Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class  
26 Members will be deemed to have fully, finally, and forever released, settled, compromised,  
27 relinquished, and discharged the Released Parties of all Released Class Claims.

1           15. Released Class Claims means any and all [claims, including], but not limited to, state  
2 wage and hour claims for any and all violations of California's Labor Code and Unfair Competition  
3 Law based on Defendant's failure to pay for all hours worked (including minimum, straight time,  
4 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,  
5 failure to timely pay final wages at termination, failure to furnish accurate itemized wage  
6 statements, and failure to indemnify employees for expenditures based on the alleged Labor Code  
7 violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts  
8 recoverable under said causes of action under California law, to the extent permissible including,  
9 but not limited to, the California Labor Code and the applicable Wage Orders.

10           16. Release by Non-Participating Class Members Who Are Aggrieved Employees: Upon  
11 the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of  
12 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have  
13 fully, finally, and forever released, settled, compromised, relinquished, and discharged the  
14 Released Parties of all Released PAGA Claims.

15           17. Released PAGA Claims means any and all claims for PAGA penalties that were alleged,  
16 or reasonably could have been alleged, based on the PAGA facts stated in the Operative Complaint  
17 and the PAGA Notice, including any and all claims involving any alleged failure to pay minimum  
18 wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage  
19 statements, failure to pay all wages due at separation, and failure to reimburse business expenses.

20           18. There are no objections to the Settlement and no requests for exclusion.

21           19. Without affecting the finality of this Order or the entry of judgment in any way, this  
22 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,  
23 administration, effectuation and enforcement of this order and the Settlement.

24           20. Defendant shall not have any further liability for costs, expenses, interest, attorneys'  
25 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

26           21. Neither the making of this Settlement nor the entry into the Settlement constitutes an  
27 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of  
28 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an

1 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken  
2 to carry out the terms of the Settlement be construed as an admission or concession by or against  
3 Defendant.

4 22. Upon completion of administration of the Settlement, the Settlement Administrator will  
5 provide written certification of such completion to the Court, which shall be filed with the Court  
6 seven (7) days before the compliance hearing set for June 3, 2026 at 9:00 a.m.

7 23. The Court hereby enters final judgment in accordance with the terms of the Settlement,  
8 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and  
9 this Order.

10 24. The Parties will bear their own costs and attorneys' fees except as otherwise provided  
11 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

12 **IT IS SO ORDERED.**

13  
14 Dated: 3/16/2026

  
Hon. Benjamin T. Reyes II

\_\_\_\_\_  
Honorable Benjamin T. Reyes, II  
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY  
MARTINEZ, CA  
DEPARTMENT 16  
JUDICIAL OFFICER: BENJAMIN T REYES II  
HEARING DATE: 03/04/2026

**INSTRUCTIONS FOR CONTESTING TENTATIVE RULING IN  
DEPARTMENT 16**

The tentative ruling will become the ruling of the Court unless by 4:00 P.M. of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 16 ([Dept16@contracosta.courts.ca.gov](mailto:Dept16@contracosta.courts.ca.gov)) to request argument and **must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why**. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00 P.M. of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

The prevailing party must prepare and e-file a proposed order after hearing in accordance with CRC 3.1312. The order must include appearances. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.

Zoom link-

<https://www.zoomgov.com/j/1619504895?pwd=NOV1N3JFRnJ0TEVoSDNrTGRzakF3UT09>

**ID: 161 950 4895**

**Password: 812674**

<b>Law &amp; Motion</b>
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3. 9:00 AM CASE NUMBER: C23-01274

CASE NAME: NATASHA WINDOM VS. SKSS ENTERPRISES INC.

\*HEARING ON MOTION IN RE: FINAL APPROVAL FOR CLASS ACTION AND PAGA SETTLEMENT SET  
BY THE COURTROOM

FILED BY:

\*TENTATIVE RULING:\*

## **Summary**

Plaintiff Natasha Windom (“Plaintiff”) filed Motion for Final Approval of Class Action and PAGA Settlement is **granted** as set forth below. No appearance is required at the hearing on March 4, 2026.

## **Background**

Plaintiff Natasha Windom (“Plaintiff”) filed Motion for Final Approval of Class Action and PAGA Settlement in the gross settlement amount of \$250,000.00 on February 9, 2026, which was supported by Notice, Memorandum of Points and Authorities, Declarations of Arrash Fatahi, Natasha Windom, Stacy Shim and Proposed Judgment and Order. The Motion seeks an order:

1. Granting final approval of the proposed Class Action Settlement Agreement;
2. Awarding Class Counsel attorneys’ fees in the amount of \$83,333.33 and reimbursement of litigation costs not to exceed \$25,000.00;
3. Awarding Plaintiff an Incentive Award in the amount of \$10,000.00;
4. Awarding \$4,990.00 to Apex Class Action, LLC (“APEX”) for its settlement administration expenses; and
5. Approving allocation of \$10,000.00 as civil penalties under the Private Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$7,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which (\$2,500.00) will be distributed to PAGA Members based on the number of pay periods worked during the PAGA Period.

There is no timely opposition to the Motion.

## **Analyses**

### **1. Legal Standards**

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.”

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. The Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provides guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Nearby v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State*

*Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

## **2. Attorney fees, costs, and plaintiff incentive award**

Plaintiff seeks one-third (33.3%) of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, consideration of the fee award was deferred to the motion for final approval.

Counsel now provides an estimated lodestar fee of \$93,345.00. This is based on a total of 128.2 hours, with hourly rates ranging from \$600-850.00. The amount of fees billed exceed the amount requested. No adjustment is necessary. Litigation costs of \$16,083.46 are reasonable and are approved. The finds that the amount of \$4,990.00 to Apex Class Action, LLC (“APEX”) for its settlement administration expenses is reasonable.

Plaintiff requests an incentive payment of \$10,000. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. She submits a declaration attesting to his time and effort spent on the matter (about 30 hours), as well as the risk she took by becoming a plaintiff. She released other individual claims, but does not suggest that she had any other claim of value that is released in the settlement. All things considered, the amount is approved.

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. Notice to the class was adequately provided.

### **Ruling**

The motion is **granted**. Counsel are directed to conform the proposed order lodged on February 10, 2026 to reflect this tentative ruling, the other findings in the previously submitted proposed order, and a final judgment. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be arranged by counsel in consultation with the Department Clerk.

Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date, which shall be set by the Clerk of the Court in due course (not later than ninety (90) days from the date of this hearing). Five percent (5%) of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court. No appearance is required at the hearing on March 4, 2026.