

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

Electronically Filed by
Superior Court of California,
Contra Costa County
11/6/2025
By: N. McCallister-Villa, Deputy

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

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

Plaintiff,

v.

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

Defendants.

Case No.: C23-01274

*Assigned for all purposes to:
Hon. Edward G. Weil
Dept. 39*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint filed:	May 26, 2023
FAC filed:	December 7, 2023
Trial date:	Not set

1 The Court has before it Plaintiff Natasha Windom's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement, the Declaration of Arrash T. Fattahi, the
4 Declarations of Arman A. Salehi, the Declarations of David G. Litman, the First Amended Joint
5 Stipulation of Class Action and PAGA Settlement (which is referred to here as the "Settlement
6 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant SKSS
11 Enterprises Inc. dba The UPS Store ("Defendant," and together with Plaintiff, the "Parties"),
12 attached to the Declaration of Arman A. Salehi Re: First Amended Settlement Agreement as
13 Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$250,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
20 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act ("PAGA"), with 75% of which (\$7,500.00) being paid to the LWDA and 25%
22 (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Enhancement Payment
23 (hereinafter, "Class Representative Service Payment") of up to \$10,000.00 for Plaintiff; (d)
24 Class Counsel's attorneys' fees, not to exceed 1/3 of the Gross Settlement Amount (\$83,333.33),
25 and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
26 Settlement Administration Costs of up to \$4,990.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

11 4. A final fairness hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the Class Representative Service Payment should
14 be finally approved as fair, reasonable and adequate as to the members of the Class is hereby
15 set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all non-exempt, hourly-paid employees employed by Defendant in
18 California and paid by Defendant for work performed at any time [during the Class Period]."

19 6. "Class Period" means the period from November 29, 2018 to July 3, 2024.

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

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Natasha Windom; however, Plaintiff Natasha Windom's Class Representative Service
2 Payment will ultimately be considered as part of Plaintiff's Motion for Final Approval for a
3 final determination.

4 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B.
5 Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further
6 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
7 the Gross Settlement Amount (\$83,333.33), and costs not to exceed \$25,000.00, but will
8 ultimately be considered as part of Plaintiff's Motion for Final Approval for a final
9 determination.

10 10. The Court appoints APEX Class Action Administrators as the Settlement
11 Administrator with reasonable administration costs estimated not to exceed \$4,990.00.

12 11. The Court approves, as to form and content the Class Notice, attached to the
13 Modified Settlement Agreement. The Court finds on a preliminary basis that plan for
14 distribution of the Notice to Settlement Class Members satisfies due process, provides the best
15 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
16 persons entitled thereto.

17 12. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 13. Any class member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 21 calendar days of Preliminary Approval
Settlement Administrator to mail the Notice Packets	Within 7 calendar days after receipt of the Class List from Defendant
Response Deadline	45 calendar days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	March 5, 2026 at 9:00 a.m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

16. Attached herewith as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3** are the tentative rulings regarding Plaintiff's Motion for Preliminary Approval that were previously issued by this Court.

IT IS SO ORDERED.

DATE: 10/31/2025



Hon. Edward Weil
Hon. Edward G. Weil
Contra Costa County Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 07/03/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear 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. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. 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.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-00777

CASE NAME: CATHEY VS. REED

***HEARING ON MOTION IN RE: TO SET ASIDE NOTICE OF SETTLEMENT (CONTINUED)**

FILED BY: CATHEY, CYNTHIA PATRICIA LYNN

TENTATIVE RULING:

At the previous hearing on this matter, on April 24, 2025, the Court continued the matter to this date, and directed that "the motion is again continued to permit proper service, of both the original motion and the new hearing date" on defendant Tenecia Matthews. The Court's file contains a notice of continuance of the motion (dated April 25, 2025, but it does not contain either a proof of service of that notice of continuance on Ms. Matthews or proof of service of the original motion on her. Having continued the motion for improper service more than once, the Court now denies the motion, without prejudice.

the safe harbor period. Such actions by Plaintiff served to reaffirm her claims to the court and advocate for the positions contained in the SAC. (*Primo Hospitality Group, Inc.*, *supra*, 37 Cal.App.5th at 177.)

Thus, Plaintiff's contention that Defendants were unreasonable when they refused Defendants' offer to dismiss the claims, apparently after the passage of the safe harbor period, are without merit. Defendants have the right to proceed with their Motion as it was served and filed prior to the hearing on Demurrer and Plaintiff was given the statutory opportunity to dismiss the claims during the safe harbor period.

Based on review of the record herein, as well as the arguments of each party, with respect to the monetary sanctions sought by Defendants, the court determines that a sanction in the form of a fee award is appropriate. Mendell's action in continuing the pursuit of the matter after the filing of the "safe harbor" motion was legally frivolous. No plausible theory of liability was ever presented.

As to the amount of fees, moving parties seek over \$40,000, an amount that Mendell disputes. First, it does not matter that the attorneys charged a discounted rate—they are entitled to the reasonable market rate. (*Pasternak v. McCullough* (2021) 65 Cal.App.5th 1050, 1058; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084.) Nor is it material that another party may have paid the fee.

The fees requested are for the time period of October 2024 through the end of January 2025. The Court is inclined, however, to award a fee only for the additional time spent after the safe harbor period expired, i.e. March 14, 2025, which is the time at which the safe harbor opportunity expired. It is the failure to dismiss the defendants in question from the Second Amended complaint that gave rise to the liability for sanctions. Some consideration is also given to the time spent preparing the demurrer itself. But given that the above-cited authorities make it clear that the purpose of the sanction is to deter frivolous litigation tactics, not to fully compensate the party requesting sanctions, the Court will not require further documentation of the time spent. Instead, the Court awards \$10,000.

A court may not impose monetary sanctions against a represented party for making frivolous legal contentions in violation of Code of Civil Procedure section 128.7(b)(2). (C.C.P. §128.7(d)(1).) Accordingly, the award is made against the attorneys only.

6. 9:00 AM CASE NUMBER: C23-01274
CASE NAME: NATASHA WINDOM VS. SKSS ENTERPRISES INC.
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**
FILED BY: WINDOM, NATASHA
TENTATIVE RULING:

Plaintiff Natasha Windom moves for preliminary approval of her class action and PAGA settlement with defendant SKSS enterprises, dba The UPS Store.

Appearance required.

A. Background and Settlement Terms

The original complaint was filed by Ms. Windom on May 26, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to

provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. The currently operative complaint is a First Amended Complaint filed on December 7, 2023, adding PAGA claims.

The settlement would create a gross settlement fund of \$250,000. The class representative payment to plaintiff would be \$10,000. Attorney's fees would be \$83,333.33 (one-third of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator's costs would not exceed \$4,990 (if the number of class members does not exceed 110). PAGA penalties would be \$10,000, resulting in a payment of \$7,500 to the LWDA and \$2,500 to plaintiffs. The net amount paid directly to the class members would be about \$116,677. The fund is non-reversionary. Based on the estimated class size of 110, the average net payment for each class member is approximately \$1,060.70.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and would be paid to St. Jude's Children's Hospital. Counsel have provided the Court with no material meeting the requirements for a cy pres distribution to a non-profit entity. Counsel must provide a declaration concerning the cy pres recipient that meets the requirements of Code of Civil Procedure section 382.4. In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided "to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]" Counsel also must attest that they do not have any pecuniary interest in the cy pres recipient, and must "notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class." (CCP § 382.4.)

The settlement contains release language covering "any and all, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law... to the extent permissible[.]" (Par. 7(o).) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) The language here can be interpreted as overbroad, because it is not limited to claims with the same factual predicate as those alleged in the complaint. The language only applies, however, "to the extent permissible." Thus, the Court interprets this language to interpret the limitations established in *Amaro*. Counsel, however, should be prepared to execute a declaration clarifying that they have a similar understanding of the

language.

Informal and formal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include “stacking” of violations, the law may only allow application of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. 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.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided 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. (*Neary 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 salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third 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, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$10,000 for plaintiffs will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds two matters that require supplementation of the record.

First, counsel must clarify their interpretation of the release language as addressed above.

Second, counsel must submit a declaration satisfying the requirements of Code of Civil Procedure sections 382.4 and 384(b) regarding the payment to a cy pres recipient.

Counsel are directed to appear to discuss the timing for a supplemental declaration and a continued hearing on the motion.

The Court does not perceive any other barriers to approval. If and when preliminary approval is granted, counsel will be directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

7. 9:00 AM CASE NUMBER: C23-01650
CASE NAME: JASON BROERS VS. NAGINA PROPERTY MANAGEMENT LLC
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**
FILED BY: BROERS, JASON
TENTATIVE RULING:

Plaintiff Jason Broers moves for preliminary approval of his class action and PAGA settlement with defendant Nagina Property Management LLC.

A. Background and Settlement Terms

The original complaint was filed by Mr. Broers July 6, 2023, raising class action claims and PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. The currently operative complaint is a First Amended

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 08/21/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear 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. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. 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.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-01841
CASE NAME: ANTHONY SERVICE VS. VOLKSWAGEN GROUP OF AMERICA, INC
*HEARING ON MOTION IN RE: COMPLIANCE HEARING (CONTINUED)
FILED BY:
TENTATIVE RULING:

The Settlement Administrator's declaration shows that the settlement terms have been implemented. The Administrator has already conveyed the funds remaining from uncashed settlement checks to Electronic Privacy Information Center. Counsel are directed to prepare an amended judgment so reflecting, pursuant to the terms of Code of Civil Procedure section 384.5. Although the Court would have preferred that the Settlement Administrator disburse the remaining 5% of attorney's fees to plaintiff's counsel after the amended judgment was filed, it has already been done. Assuming counsel submit the Amended Judgment, no further proceedings are contemplated.

2. 9:00 AM CASE NUMBER: C23-00357
CASE NAME: 1403 LOCUST STREET, LLC VS. ABDULLAH TALEB
***HEARING ON MOTION IN RE: BE RELIEVED AS COUNSEL AS TO FERASS ABUGHABAN**
FILED BY: ABUGHABAN, FERASS
TENTATIVE RULING:

The motion is granted. Counsel is directed to serve the order relieving counsel in compliance with CRC 3.1362(d). Counsel is not formally relieved until the order is served on the client and proof of service is filed with the court.

3. 9:00 AM CASE NUMBER: C23-01098
CASE NAME: MICHAEL FIKARIS VS. JUNE GRATTON
***HEARING ON MOTION IN RE: TO ENFORCE SETTLEMENT AGREEMENT**
FILED BY: FIKARIS, MICHAEL
TENTATIVE RULING:

Off calendar. Request for dismissal filed August 13, 2025.

4. 9:00 AM CASE NUMBER: C23-01274
CASE NAME: NATASHA WINDOM VS. SKSS ENTERPRISES INC.
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL CONTINUED FROM 07.03.2025**
FILED BY:
TENTATIVE RULING:

Hearing required. The Court references it's tentative ruling heard July 3, 2025. One issue, concerning the scope of the release, has been adequately addressed through counsel's declarations. As to the Court's other concern, counsel's declarations provide the necessary statements that counsel do not have any pecuniary interest in the recipient or any connection that could reasonably create the appearance of impropriety. The declarations do not address, however, the requirement of Code of Civil Procedure section 384(b), i.e., that funds be provided "to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]" Laudable as St. Jude's Children's Hospital's work is, there is nothing in this record that it qualifies as a recipient here.

5. 9:00 AM CASE NUMBER: C23-01684
CASE NAME: STAR JOSHUA VS. THE COUNTY OF CONTRA COSTA
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
FILED BY:
TENTATIVE RULING:

In its tentative ruling issued for the July 10, 2025, hearing, the Court raised two concerns about which it asked for supplemental information:

First, counsel need to provide some indication of the likely damages experienced by class

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 09/18/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear 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. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. 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.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-01296
CASE NAME: JERRYAL CULLER VS. PLUMMERS INC. DBA DANIA FURNITURE
*HEARING ON MOTION IN RE: COMPLIANCE
FILED BY:
TENTATIVE RULING:

and the Court declines to grant permissive intervention.

5. 9:00 AM CASE NUMBER: C23-00683
CASE NAME: TARIN KASIM VS. RADC ENTERPRISES, INC.
***HEARING ON MOTION IN RE: LEAVE TO FILE 2ND AMENDED COMPLAINT**
FILED BY: KASIM, TARIN
TENTATIVE RULING:

Denied. See Line 4.

6. 9:00 AM CASE NUMBER: C23-00765
CASE NAME: ZACHARY BURCH VS. EASTBAY EQUITIES, INC.
***HEARING ON MOTION IN RE: COMPLIANCE**
FILED BY:
TENTATIVE RULING:

The Settlement Administrator's declaration shows that the settlement terms have been implemented. The Court's order required that ten percent of the attorney's fees be withheld by the Settlement Administrator until after the compliance hearing (see Order of 11/14/24), but it appears that the Administrator did not withhold the ten percent of the funds initially. The Administrator and counsel are admonished to comply with similar provisions in the future. The Administrator is directed to comply with the Controller's Office's instructions concerning the uncashed checks, including any direction to hold the funds for a period of time. No further proceedings are contemplated.

7. 9:00 AM CASE NUMBER: C23-01274
CASE NAME: NATASHA WINDOM VS. SKSS ENTERPRISES INC.
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL CONTINUED FROM 08.21.2025**
PREVIOUSLY CONTINUED FROM 07.03.2025 SET BY THE COURTROOM
FILED BY:
TENTATIVE RULING:

Plaintiff Natasha Windom moves for preliminary approval of her class action and PAGA settlement with defendant SKSS enterprises, dba The UPS Store.

A. Background and Settlement Terms

The original complaint was filed by Ms. Windom on May 26, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. The currently operative complaint is a First Amended Complaint filed on December 7, 2023, adding PAGA claims.

The settlement would create a gross settlement fund of \$250,000. The class representative payment to plaintiff would be \$10,000. Attorney's fees would be \$83,333.33 (one-third of the settlement).

Litigation costs would not exceed \$25,000. The settlement administrator's costs would not exceed \$4,990 (if the number of class members does not exceed 110). PAGA penalties would be \$10,000, resulting in a payment of \$7,500 to the LWDA and \$2,500 to plaintiffs. The net amount paid directly to the class members would be about \$116,677. The fund is non-reversionary. Based on the estimated class size of 110, the average net payment for each class member is approximately \$1,060.70.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Initially, the proposed settlement provided that checks undelivered or uncashed 180 days after mailing will be voided, and would be paid to St. Jude's Children's Hospital. Counsel did not provide the Court with material meeting the requirements for a cy pres distribution to a non-profit entity. The Court directed, however, that Counsel provide a declaration concerning the cy pres recipient that meets the requirements of Code of Civil Procedure section 382.4. In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided "to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]" Counsel also was required to attest that they do not have any pecuniary interest in the cy pres recipient, and must "notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class." (CCP § 382.4.)

Ultimately, the parties have modified the agreement to provide that uncashed checks will be provided to the State Controller's office. Thus, the above-stated requirements no longer apply.

The settlement contains release language covering "any and all, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law... to the extent permissible[.]" (Par. 7(o).) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) The language here can be interpreted as overbroad, because it is not limited to claims with the same factual predicate as those alleged in the complaint. The language only applies, however, "to the extent permissible." Thus, the Court interprets this language to interpret the limitations established in *Amaro*. In response to the Court's initial tentative ruling, counsel

have clarified the scope of the release in a manner satisfactory to the Court.

Informal and formal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include “stacking” of violations, the law may only allow application of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. 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.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided 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. (*Neary 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.)

C. Attorney fees

Plaintiff seeks one-third 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, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$10,000 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

As modified, the Court finds that the settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. Counsel are directed to prepare an order reflecting this tentative ruling (and the previous two tentative rulings), the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

8. 9:00 AM CASE NUMBER: C23-02420
CASE NAME: RUTH LEVINSON VS. CYNTHIA HO
***HEARING ON MOTION IN RE: TO BE RELIEVED AS COUNSEL**
FILED BY:

TENTATIVE RULING:

The motion is granted. Counsel is directed to serve the order relieving counsel in compliance with CRC 3.1362(d). Counsel is not formally relieved until the order is served on the client and proof of service is filed with the court.

9. 9:00 AM CASE NUMBER: C24-02966
CASE NAME: YUE REN VS. GAUTAM PATIL
***HEARING ON MOTION IN RE: LEAVE TO FILE CROSS COMPLAINT**

PROOF OF SERVICE

Windom v. SKSS Enterprises Inc. dba The UPS Store

C23-01274

STATE OF CALIFORNIA

)

) ss

COUNTY OF LOS ANGELES

)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **October 23, 2025**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ian B. Wieland (SBN 285721)

ian@sw2law.com

David G. Litman (SBN 285768)

david@sw2law.com

Tristan Matthews

tristan@sw2law.com

SAGER, WATKINS & WIELAND, PC

5260 North Palm Avenue, Suite 400

Fresno, California 93704

Telephone: (559) 421-7000

Facsimile: (559) 473-1483

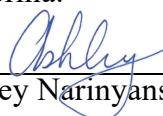
Attorneys for Defendant

(X) **BY EMAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this **October 23, 2025**, at Los Angeles, California.


Ashley Narinyans