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**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**

PRELIMINARY APPROVAL HEARING

Date: July 3, 2025

Time: 9:00 a.m.

Dept: 39

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 Joint
4 Stipulation of Class Action and PAGA Settlement (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant SKSS
10 Enterprises Inc. dba The UPS Store ("Defendant," and together with Plaintiff, the "Parties"),
11 attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary
12 Approval of Class Action and PAGA Settlement as **Exhibit 1**.

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

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

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

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

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

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

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

27 8. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Natasha Windom. The Court further preliminarily approves Plaintiff's ability to request

a Class Representative Service Payment up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Samantha A. Smith, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$83,333.33), and costs not to exceed \$25,000.00.

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

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

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

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

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, which is _____;

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Final Approval Hearing	_____, 2025 at _____ a.m./p.m.
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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.

IT IS SO ORDERED.

DATE:

Hon. Edward G. Weil
Contra Costa County Superior Court

Windom v. SKSS Enterprises Inc. dba The UPS Store
C23-01274

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 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **April 28, 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:

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

(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).

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

3 Executed on **April 28, 2025** at Los Angeles, California.

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6 Ashley Narinyans
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