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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **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
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. Edward G. Weil
Dept. 39

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

FINAL APPROVAL HEARING

Date: March 5, 2026

Time: 9:00 a.m.

Dept.: 39

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 39 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. The Court hereby
19 grants final approval to and orders the payment of those amounts in accordance with the
20 Settlement.

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

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

27 15. Released Class Claims means any and all [claims, including], but not limited to, state
28 wage and hour claims for any and all violations of California's Labor Code and Unfair

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

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

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

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: _____

Honorable Edward G. Weil
Judge of the Superior Court