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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF CONTRA COSTA**

10
11 NATASHA WINDOM, individually, and on
12 behalf of all others similarly situated,

13 *Plaintiff,*

14 v.

15 SKSS ENTERPRISES INC. dba THE UPS
16 STORE, a California corporation; and DOES
17 1 through 10, inclusive,

18 *Defendants.*

Case No.: C23-01274

Assigned for All Purposes to:

Hon. Edward G. Weil

Dept. 39

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 5, 2026

Time: 9:00 a.m.

Dept.: 39

Complaint Filed: May 26, 2023

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Windom v. SKSS Enterprises Inc. dba The*
6 *Ups Store*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
20 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*, in English
21 (referred to as “Notices to Class Members”); (b) receiving and processing requests for exclusion; (c)
22 resolving disputes among Settlement Class Members regarding the number of workweeks recorded by
23 Defendants during the Class Period, as stated on their individualized Notice to Class Members; (d)
24 calculating individual settlement award amounts; (e) processing and mailing settlement award checks;
25 (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing
26 tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant
27 to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties
28 or as ordered by the Court for Apex to perform.

1 4. On November 12, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice to Class Members. Apex then generated a draft of the formatted Notice to Class Members,
3 which received approval from the Parties' Counsel before being mailed.

4 5. On November 20, 2025, Counsel for the Defendants provided Apex with the Class List file,
5 comprising the names, social security numbers, last known mailing addresses, and the hire and
6 termination dates for each Settlement Class Member. Using the provided hire and termination dates,
7 Apex calculated the relevant number of workweeks and pay periods for each Settlement Class Member.
8 The data file was successfully uploaded to our database, where it underwent a thorough review to identify
9 any duplicates or potential inconsistencies. The Class List consisted of a total of 110 individuals.

10 6. In preparation for the mailing process, all 110 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
14 to Class Members. The NCOA database contains records of requested address changes submitted to the
15 USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the
16 Notice to Class Members. However, in cases where no updated address was found in the NCOA
17 database, the original address provided by Counsel for Defendants was used for the mailing of Notice to
18 Class Members.

19 7. On December 1, 2025, the Notice to Class Members was sent to all 110 individuals listed in the
20 Class List using U.S First Class Mail. A copy of the mailed Notice to Class Members is attached hereto
21 as **Exhibit A**.

22 8. As of the date of this declaration, our office has received 11 returned Notices to Class Members
23 as undeliverable. Apex conducted a computerized skip trace on the 11 returned Notices to Class
24 Members in order to acquire updated addresses for the purpose of re-mailing the Notice to Class
25 Members. This skip trace effort resulted in obtaining 8 updated addresses, to which we promptly re-
26 mailed the Notices to Class Members via U.S First Class Mail.

27 9. As of the date of this declaration, there have been 8 Notices to Class Members re-mailed as a
28 result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 3 Notices to Class Members have been considered
2 undeliverable as no updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was January 15, 2026.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was January 15, 2026.

7 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
8 deadline for submitting a dispute was January 15, 2026.

9 14. As of the date of this declaration, Apex will report 110 Participating Class Members, constituting
10 100% of the total 110 Settlement Class Members.

11 15. The total number of workweeks worked by Participating Class Members during the Class Period
12 is 7,355.43 – which did not trigger the Escalator Clause set forth in Paragraph 14 of the Settlement
13 Agreement. The Net Settlement Amount available to Participating Class Members is estimated to be
14 \$125,593.21 and was calculated by subtracting the requested attorneys' fees (\$83,333.33), the amount
15 requested for litigation costs and expenses (\$16,083.46), the requested Class Representative Service
16 Payment (\$10,000.00), the requested Settlement Administration Costs (\$4,990.00), and the PAGA
17 Amount (\$10,000.00) from the Gross Settlement Amount (\$250,000.00).

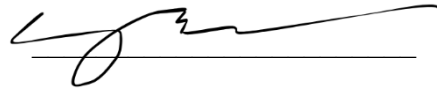
18 16. The *highest* Individual Settlement Share to a Participating Class Member is currently estimated
19 to be approximately \$4,983.43, the *average* Individual Settlement Share is currently estimated to be
20 approximately \$1,141.76, and the *lowest* Individual Settlement Share is currently estimated to be
21 approximately \$9.76. These amounts are subject to employee-side tax and withholdings.

22 17. Pursuant to the Agreement, 25% of the PAGA Amount (\$2,500.00) will be allocated to
23 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
24 cannot opt out of the PAGA settlement. There are 68 Aggrieved Employees who worked a total of 3,041
25 pay periods during the PAGA Period.

26 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$87.96, the
27 *average* Individual PAGA Payment is approximately \$36.76, and the *lowest* Individual PAGA Payment
28 is approximately \$1.64.

1 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
2 and anticipated expenses, amount to \$4,990.00. Apex will proceed with additional tasks related to this
3 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
4 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
5 upon by the Parties or ordered by the Court for Apex to undertake.

6 I declare under penalty of perjury under the laws of the State of California and the United States
7 that the foregoing is true and correct, and that this Declaration was executed this 9th day of February
8 2026, in Irvine, California.

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12 STACEY SHIM
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EXHIBIT A

Natasha Windom v. SKSS Enterprises Inc. dba The Ups Store.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

Apex ID: 25SKSS004



COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(case name: *Natasha Windom v. SKSS Enterprises Inc. dba The Ups Store*; and Case Number C23-01274)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against SKSS Enterprises Inc. dba The Ups Store (abbreviate name; "Defendant" is used herein as a placeholder) for alleged violations of California's labor laws. The Action was filed by one of Defendant's employees Natasha Windom ("Plaintiff") and seeks payment of (1) wages and other relief for a class of all hourly, non-exempt employees of Defendant in California during the Class Period (November 29, 2018 through July 3, 2024 ; and (2) penalties under the California Private Attorney General Act ("PAGA") for hourly, non-exempt employees who worked for Defendant during the PAGA Period (June 21, 2022 through July 3, 2024 ("Aggrieved Employees")).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ 279.41 (less withholding) and your Individual PAGA Payment is estimated to be \$ 29.60**. The estimated dollar value of a Work Week is \$15.52 and a Pay Period is \$1.64. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be \$1,037.97 The average Individual PAGA Payment to a Class Member is estimated to be \$73.52. The highest Individual Class Payment to a Class Member is estimated to be \$4,530.43 and the lowest is estimated to be \$8.87 The highest Individual PAGA Payment to a Class Member is estimated to be \$175.93 and the lowest is estimated to be \$3.29.

The above estimates are based on Defendant's records showing that **you worked 18 Work Weeks** during the Class Period and **you worked 18 Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is January 15, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by January 15, 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the March 5, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 5, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by January 15, 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 15, 2026. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages, failure to issue accurate itemized wage statements, failure to indemnify for business expenses, violation of California business and professions code, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2699 and sections that follow) ("PAGA"). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge who is an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. Defendant will Pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective

Date. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorneys' Fees and Costs. Up to \$83,333.33 (one-third of the Gross Settlement to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Class Representative Service Award. Up to \$10,000.00 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
3. Administrator Costs. Up to \$5,000.00 to the Administrator for services administering the Settlement.
4. PAGA Penalties. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

A. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

B. Defendant has represented that from November 29, 2018, to April 4, 2024 (date of mediation) 110 class members who worked 7,711 Workweeks. If it is determined by the Settlement Administrator that the ultimate number of Workweeks (in the Class Period) worked by the Class Members during the Class Period actually exceeds 7,711 by more than 10% (i.e. 771 Workweeks more than 7,711 [8,482 Workweeks]), the Gross Settlement will increase pro rata per additional workweek above 8,482. If the Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right to either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 7,711, or (2) increase the Gross Settlement on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement by 1%).

C. Net Settlement Distributed to Class Members ("NSA"). Attorneys' fees, costs, class representative enhancement award, PAGA Payment, and settlement administration costs will be deducted from the GSA to calculate the Net Settlement Amount ("NSA") to be distributed to the Class Members.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash your check by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You can contact the Unclaimed Property Fund at (800) 992-4647.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than January 15, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request for Exclusion by the January 15, 2026 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims against Defendant for violations of California's labor laws.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, APEX Class Action Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims stated in the Operative Complaint and those based solely upon the facts alleged in the Operative Complaint. Except as set forth in Section 7(o) and 7(p) of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

J. The PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked by all Participating Class Members, and (b) multiplying the result by the number of Work Week worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until January 15, 2026 to challenge the number of Work Weeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by submitting copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Work Weeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Natasha Windom vs. SKSS Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by January 15, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation

expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website www.apexclassaction.com/skssenterprisesinc or the Court's website (<https://odyportal.cc-courts.org/portal>)

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 15, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Natasha Windom vs. SKSS Enterprises Inc. dba The Ups Store*, Case No. C23-01274, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 5, 2026 at of the Costa Costa Superior Court, located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by Zoom (<https://contracosta.courts.ca.gov/online-services/court-calendars>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/skssenterprisesinc beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www.apexclassaction.com/skssenterprisesinc. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal.cc-courts.org/portal>) and entering the Case Number for the Action, Case No. C23-01274. You can also make an appointment to personally review court documents in the Clerk's Office at the Contra Costa Courthouse by calling (925) 608-1000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Administrator:

Name of Company: APEX Class Action Administrators

Email Address: claims@apexclassaction.com

Mailing Address: PO Box 54668. Irvine, CA 92619

Telephone: 1-800-355-0700

Fax Number: (949) 989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.