

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Eric J. Naessig, Esq. (SBN 343081)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
enaessig@lelawfirm.com

Attorneys for Plaintiff ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly situated

Larissa A. Branes, Esq. (SBN 245875)
Daniel G. Lopez, Esq. (SBN 315719)
LS CARLSON LAW, PC
85 Enterprise, Suite 310
Aliso Viejo, CA 92656
Telephone: (949) 421-3030
Facsimile: (949) 421-3031
Email: lbranes@lscarlsonlaw.com
dlopez@lscarlsonlaw.com

Attorney for Defendant S.K.B. CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly
situated,

Plaintiff,

v.

S.K.B. CORPORATION; and DOES 1 to 100,
inclusive,

Defendants.
.

Case No.: 30-2024-01386790-CU-OE-CXC

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept CX102]*

**JOINT STIPULATION AND [PROPOSED]
ORDER FOR COURT TO ENTER AN
AMENDED ORDER GRANTING
PRELIMINARY APPROVAL**

*[[Proposed] Amended Order Granting
Plaintiff's Motion for Preliminary Approval of
Class Action Settlement]*

1 **IT IS HEREBY STIPULATED AND AGREED** to by Plaintiff ANA MARTHA RAMIREZ
2 DE SANTOS (“Plaintiff”) and Defendant S.K.B. CORPORATION (“Defendant”) (collectively, the
3 “Parties”) by and through their respective counsel of record jointly and respectfully to request that the
4 Court enter an amended order granting preliminary approval.

5 The basis for the request for an amended order is as follows:

6 **WHEREAS**, on August 25, 2025, the Parties executed the Amended and Restated Class
7 Action and PAGA Settlement Agreement and Class Notice (“Revised Settlement Agreement”), which
8 incorporated the changes advised by the Court.

9 **WHEREAS**, the Revised Settlement Agreement changed the end dates for the Class Period
10 and PAGA Period from “the earlier of: (i) the date the court grants preliminary approval or (ii) May
11 25, 2025” to “**February 24, 2025**” [emphasis added].

12 **WHEREAS**, on October 3, 2025, the Court signed the Order Granting Plaintiff’s Motion for
13 Preliminary Approval of Class Action Settlement (“MPA Order”). The MPA Order granted
14 preliminary approval to the Revised Settlement Agreement attached as **Exhibit 1** to the Declaration
15 of Joanna Meneses in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
16 Settlement (ROA Number 89).

17 **WHEREAS**, the MPA Order erroneously identified the Class Period as “the period from
18 March 20, 2020 through the earlier of: (i) the date the court grants preliminary approval or (ii) May
19 25, 2025.” Based on the Paragraph 1.12 in the Revised Settlement Agreement, the correct Class Period
20 is “the period from March 20, 2020 through February 24, 2025.”

21 **WHEREAS**, the Class Notice (Exhibit A of the Revised Settlement Agreement) and the Class
22 Workweek Dispute Form (Exhibit D of the Revised Settlement Agreement) also erroneously did not
23 update the release period end dates to February 24, 2025.

24 **WHEREAS**, the Revised Settlement Agreement extends the response deadline by an
25 additional 21 days for all Class Members whose notice is re-mailed, but the Class Notice (Exhibit A
26 of the Revised Settlement Agreement) only extends the response deadline by 14 days for those Class
27 Members (See Section 3f).

WHEREAS, the Class Workweek Dispute Form (Exhibit D of the Revised Settlement Agreement) named the wrong employer and had an incorrect definition for “Workweek” that did not match the definition in Paragraph 1.45 of the Revised Settlement Agreement.

WHEREAS, due to these inconsistencies being identified, the notice process has not proceeded, and the Administrator has not sent out the class notices to the Class Members.

WHEREAS, in order to resolve these inconsistencies in the MPA Order, the Class Notice, and the Class Workweek Dispute Form, the Parties respectfully request for the Court to grant the Amended Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Amended Order”). (See **Exhibit 1**) The Amended Order corrects the Class Period end date, and attached to the Amended Order as Exhibit A are the revised Class Notice documents that accurately identify the end date for the Class Period and PAGA Period, includes the correct employer and Workweek definition, and correctly states that the response deadline will be extended by an additional 21 days for all Class Members whose notice is re-mailed.

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The Parties respectfully request for the Court to enter the Amended Order in the form of **Exhibit 1**.

IT IS SO STIPULATED.

DATED: October 14, 2025

LAVI & EBRAHIMIAN, LLP

By: /s/ Eric J. Naessig
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Eric J. Naessig, Esq.
Attorneys for Plaintiff ANA MARTHA RAMIREZ DE
SANTOS, on behalf of herself and others similarly situated

DATED: October 14, 2025

LS CARLSON LAW, PC

By: /s/ Daniel Lopez
 Larissa Branes, Esq.
 Daniel Lopez, Esq.
 Attorneys for Defendant S.K.B. CORPORATION

[PROPOSED] ORDER

Having considered the joint stipulation of the Parties and good cause appearing therefore, the Court hereby grants the Amended Order in the form of **Exhibit 1**.

IT IS SO ORDERED.

Date: **11/05/25**



Hon. Layne H. Melzer
Judge of the Superior Court of the State of
California, County of Orange

“EXHIBIT 1”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly
situated,

Plaintiff,

v.

S.K.B. CORPORATION; and DOES 1 to 100,
inclusive,

Defendants.
.

Case No.: 30-2024-01386790-CU-OE-CXC

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept CX102]*

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

I. The Motion for Preliminary Approval of a Settlement came before this Court on September 11, 2025, at 2:00 p.m. in Department CX102 of the Orange County Superior Court located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. The Court, having considered the proposed Amended and Restated Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") and Class Notice entered into by and between Plaintiff ANA MARTHA RAMIREZ DE SANTOS ("Plaintiff") and Defendant SKB CASES LLC (f/k/a S.K.B. Corporation) ("Defendant") attached as **Exhibit 1** to the Declaration of Joanna Meneses in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (ROA Number 89), and the Exhibits attached thereto (hereafter collectively, the "Settlement" or "Settlement Agreement"); having considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties; having considered the respective points and authorities and declarations submitted by the parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

II. The Court grants preliminary approval of the settlement as set forth in the Settlement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement, the

1 Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
2 defined community of interest among the Class in questions of law and fact. Therefore, for
3 settlement purposes only, the Court grants conditional certification of the following “Class” defined
4 as follows:

5 III. All current and former hourly, non-exempt employees of Defendant who worked for
6 Defendant SKB CASES LLC (f/k/a S.K.B. Corporation) (“Defendant”) in the State of California at
7 any time during the Class Period.

8 1. The “Class Period” is the period from March 20, 2020 through February 24, 2025.

9 2. For purposes of settlement, the Court further designates named Plaintiff Ana Martha
10 Ramirez De Santos Class Representative, and Joseph Lavi, Esq. and Vincent C. Granberry, Esq. of
11 Lavi & Ebrahimian, LLP, as Class Counsel.

12 3. The Court appoints CPT Group as the Settlement Administrator.

13 4. A final fairness hearing on the question of whether the proposed settlement should
14 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
15 Department CX102 of the Orange County Superior Court located at 751 W. Santa Ana Blvd, Santa
16 Ana, CA 92701, on March 12, 2026, at 2:00 p.m.

17 5. At the final fairness hearing, the Court will consider: (a) whether the settlement
18 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
19 approval of the settlement should be entered; and (c) whether Plaintiff’s application for an award of
20 Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment should be
21 granted.

22 6. Counsel for the parties shall file memoranda, declarations, or other statements and
23 materials in support of their request for final approval by no later than 16 court days prior the final
24 fairness hearing.

25 7. Class Counsel shall file a motion for an award of Class Counsel Fees Payment,
26 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment by no later
27 than 16 court days prior to the final fairness hearing.
28

1 8. The Court approves, as to form and content, the Class Notice which is attached to
2 this Amended Order as **Exhibit A**.

3 9. The Court finds that there is sufficient evidence for the Court to find that the gross
4 settlement fund, deductions thereto, and resulting net settlement fund (from which individual
5 payments will be calculated pursuant to the terms of the Settlement) are fair, adequate and
6 reasonable, and the Court therefore preliminarily approves the following amounts, to be approved at
7 the final fairness hearing:

- 8 a. Gross Settlement Amount (“GSA”): \$2,250,000.00
- 9 b. PAGA Penalties: Total \$60,000.00, composed of:
- 10 c. LWDA Payment: \$45,000.00 (75% of PAGA Penalties)
- 11 d. Aggrieved Employees: \$15,000.00 (25% of PAGA Penalties)
- 12 e. Expected Deductions: Total \$797,000.00, composed of:
- 13 f. \$10,000.00 - Class Representative Service Payment
- 14 g. \$750,000.00- Class Counsel Fees (1/3 of GSA)
- 15 h. \$25,000.00 – Class Counsel Expenses
- 16 i. \$12,000.00 – Administration Expenses Payment

17 10. No later than fifteen (15) calendar days following the date the Court enters this
18 amended order (“Amended Order”), Defendant shall provide the following information to the
19 Settlement Administrator: Class Member identifying information in Defendant’s possession
20 including the Class Member’s name, last-known mailing address, Social Security number, and
21 number of Class Period Workweeks and PAGA Pay Periods (“Class Data”).

22 11. No later than fourteen (14) calendar days after receiving the Class Data, the
23 Settlement Administrator shall disseminate the Class Notice to all the Class Members identified in
24 the Class Data by first-class U.S. Mail.

25 12. Class Members shall have forty-five (45) calendar days from the date the
26 Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for
27 Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement (“Response
28 Deadline”). Class Members to whom Notice Packets are resent after having been returned

undeliverable to the Administrator shall have an additional twenty-one (21) calendar days beyond the Response Deadline has expired.

13. The Court finds that the forms of Class Notice to the Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Class constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

14. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

15. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 21 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

16. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 21 days for Class Members whose Class Notice was re-mailed).

17. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

19. The Court has continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

20. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	15 calendar days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 calendar days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice (plus an additional 21 days for Class Members whose Class Notice is re-mailed)
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	March 12, 2026 at 2:00 p.m.

21. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: _____

October 31, 2025

Hon. Layne H. Melzer
Judge of the Superior Court

Exhibit A

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

ANA MARTHA RAMIREZ DE SANTOS v. S.K.B CORPORATION | Case No. 30-2024-01386790-CU-OE-CXC

***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”) entitled Ana Martha Ramirez De Santos v S.K.B Corporation for alleged wage and hour violations. The Action was filed by a former employee (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees and temporary employees (“Class Members”) who worked for S.K.B Corporation during the Class Period from March 20, 2020 to February 24, 2025 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees and temporary employees who worked for S.K.B Corporation during the PAGA Period from March 20, 2023 to February 24, 2025 (“Aggrieved Employees”). For the purposes of this Notice, S.K.B Corporation, which is now SKB Cases LLC, shall be referred to here as the “Company.”

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

Based on the Company’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on the Company’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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. **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 the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company 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 the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 wage claims against the Company, 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. The Court has final approval regarding the validity of any requests for exclusion.

The Company 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 wage claims against the Company 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 	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. 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. The Court has final approval regarding the validity of any requests for exclusion. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. 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 [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks 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 Workweeks and number of PAGA Period Pay Periods you worked according to the Company’s records is stated on the first page of this Notice. The Court has final approval regarding the validity of any requests for exclusion. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination and failing to provide meal periods and rest breaks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

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

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, neutral 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 the Company 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, the Company 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) the Company 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. The Company Will Pay \$2,250,000.00 as the Gross Settlement Amount (Gross Settlement). The Company 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, the Company will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. 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:
 - i. Up to \$750,000.00 (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.
 - ii. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$12,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$60,000.00 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.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company 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 the Company 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 it by the void date, your check will be automatically cancelled, and the monies will be deposited with the Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid Foundation of Los Angeles. in your name. If the monies represented by your check are sent to the Court-approved nonprofit organization or foundation, you should consult the rules of the nonprofit organization or foundation for instructions on how to retrieve your money.
- 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 45 days after the Administrator mails the Class Notice (plus an additional 21 days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the 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. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company. The Court has final approval regarding the validity of any requests for exclusion.
- g. 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 are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.
- h. 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 the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

- i. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 Workweeks, 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.
- j. Participating Class Members’ Release. After the Judgment is final and the Company 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 the Company or related entities 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 release Defendant and all Released Parties from all claims that were alleged, or could have been alleged, based on the Class Period facts stated in the Complaint, including but not limited to claims under Labor Code Sections 1194, 1197, 510, 512, 201-203, 226.7, and Business and Professions Code Section 17200. However, claims for worker’s compensation and unemployment and COBRA benefits that cannot be released as a matter of law will not be released.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release Defendant and all of the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and PAGA Notice.

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

Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Period 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 Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company'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 Workweek 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 the Company's Counsel. The Court has final approval regarding the validity of any requests for exclusion. 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 in 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?

Submit 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. 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 Ramirez De Santos v S.K.B. Corporation, 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. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

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 the Company are asking the Court to approve. At least 16 court days before the [REDACTED] 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 on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

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 [REDACTED]. 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 Ramirez De Santos v S.K.B. Corporation and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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 [REDACTED] at [REDACTED] in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. 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 comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Orange County Superior Court Civil Remote Hearings (<https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>) 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 () 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 the Company 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 . 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://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2024-01386790-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center Courthouse by calling (657) 622-6878.

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

The Contact information for the Settlement Administrator is as follows:

Email Address:

Mailing Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	Larissa A. Branes LS Carlson Law, PC 86 Enterprise Circle, Ste. 310 Aliso Viejo, CA 92656 Tel.: 949-421-3030 Fax: 949-421-3031 E-Mail: lbranes@lscarlsonlaw.com

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 should consult the Court-approved nonprofit organization or foundation for instructions on how to retrieve the funds.

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.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly
situated,

Plaintiff,

v.

S.K.B. CORPORATION; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2024-01386790-CU-OE-CXC

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept CX102]*

**REQUEST TO BE EXCLUDED FROM
CLASS ACTION SETTLEMENT¹**

**ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE RECOVERY
FROM THE SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the Class and PAGA Action Settlement of the case *Ramirez De Santos v S.K.B. Corporation* Case No. 30-2024-01386790-CU-OE-CXC, currently pending in the Superior Court of the State of California, County of Orange. I understand by signing below I will not receive any payment from this Settlement and will not be releasing any claims at issue in this action.

Dated: _____

(signature)

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it to *Ramirez De Santos v S.K.B. Corporation*, c/o **CPT Group at 50 Corporate Park, Irvine, CA 92606** no later than **[DATE set by Court]**.

¹ **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly
situated,

Plaintiff,

v.

S.K.B. CORPORATION; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2024-01386790-CU-OE-CXC

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept CX102]*

**OBJECTION TO CLASS ACTION
SETTLEMENT**

**ONLY COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED
CLASS ACTION SETTLEMENT. THIS IS NOT AN “OPT-OUT” FORM.**

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval of the Settlement, you will get your Settlement Payments as described in the Notice of Class Action Settlement, and the release of claims will apply to you.

If you wish to object to the Class Action Settlement, please complete and sign this form, and mail or deliver it to *Ramirez De Santos v S.K.B. Corporation*, c/o **CPT Group at 50 Corporate Park, Irvine, CA 92606**, no later than **[DATE set by Court]**. Please note you have a right to appear at the Final Approval Hearing, with or without an attorney, and have your objection(s) heard by the Court.

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I OBJECT TO THE PROPOSED CLASS SETTLEMENT REACHED IN RAMIREZ DE SANTOS V S.K.B. CORPORATION, SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, CASE NO. 30-2024-01386790-CU-OE-CXC. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

_____.

Number of additional pages attached: _____

Dated: _____

(signature)

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – ORANGE
RAMIREZ DE SANTOS V S.K.B. CORPORATION

Indicate Name/Address Changes, if any: _____

<<Name>>
«Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - _ _ _ _

INSTRUCTIONS

IF YOU WERE EMPLOYED BY S.K.B. CORPORATION, INC. (“DEFENDANT”) AS AN HOURLY EMPLOYEE, BETWEEN MARCH 20, 2020 THROUGH FEBRUARY 24, 2025 THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Workweeks you worked for Defendant in California between March 20, 2020 through February 24, 2025 (“Class Period”). “Workweeks” are defined as any week during which a Class Member worked for Defendant for at least one day during the Class Period. The number of Workweeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before [45 days after initial mailing]. **If you believe that the number of weeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORK WEEKS

Defendant’s records show that during the Class Period (March 20, 2020 through February 24, 2025), you worked as an hourly employee, in California, which qualifies you as a Settlement Class Member and your total number of Workweeks in this position are: <<**NUMBER OF WORKWEEKS**>>.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of Workweeks, your estimated pre-tax Settlement Payment is <<**INSERT**>>.

III. CHALLENGE TO WORK WEEKS

If you wish to dispute the Workweeks data listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by <<**NOTICE PERIOD DEADLINE**>>.

Check a box below ONLY if you wish to dispute the dates listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator. The Court shall have the right to review any decision made by the Settlement Administrator regarding any dispute. The Parties are required to file with the Court all disputes submitted by Class Members, all evidence submitted, and the resolution of the dispute(s).

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

RAMIREZ DE SANTOS V S.K.B. CORPORATION
Settlement Administrator
c/o
CPT Group
50 Corporate Park
Irvine, CA 92606

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, TO CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «NOTICE PERIOD DEADLINE».