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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 MARISOL FLORES, individually and on behalf
17 of others similarly situated, and as an aggrieved
18 employee and Private Attorney General,

19 Plaintiff,

20 vs.

21 ASPEN MEDICAL PRODUCTS, LLC, a
22 California corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: 30-2023-01320570-CU-OE-CXC

*Assigned for all purposes to the Honorable
Randall J. Sherman, Dept. CX105*

25 **JOINT STIPULATION OF CLASS
26 ACTION AND PAGA SETTLEMENT**

Complaint Filed: April 21, 2023

FAC Filed: May 17, 2023

Trial Date: Not set

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ASPEN MEDICAL PRODUCTS, LLC

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1 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
2 employees of Defendant who were employed by Defendant in the State of California at any time during
3 the Class Period.

4 7. “Class Period” means the period commencing on April 21, 2019, and ending on the
5 earlier of: (a) the date of preliminary approval, or (b) April 7, 2024.

6 8. “Class Representative Enhancement Payment” means the amount that the Court
7 authorizes to be paid to Plaintiff, in addition to her Individual Class Payment, in recognition of the
8 efforts and risks she has taken in assisting with the prosecution of the Action and in exchange for the
9 General Release of her claims as provided herein.

10 9. “Court” means the Superior Court of the State of California for the County of Orange.

11 10. “Defendant” refers to Aspen Medical Products, LLC.

12 11. “Defendant’s Counsel” means Marie D. DiSante and Leigh Ann White of CDF Labor
13 Law LLP.

14 12. “Effective Date” means the date by when both of the following have occurred: (a) the
15 Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment
16 is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences:
17 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Approval
18 Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day
19 after the deadline for filing a notice of appeal from the Final Approval Order and Judgment if no appeal
20 is filed; or (c) if a timely appeal from the Final Approval Order and Judgment is filed, the day after the
21 appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

22 13. “Final Approval” means the date the Court enters an order granting final approval of
23 the Settlement Agreement.

24 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
25 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of
26 California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court,
27 Rule 3.769(a).

28

1 15. “Gross Settlement Amount” means the non-reversionary sum of Three Hundred Fifteen
2 Thousand Dollars and Zero Cents (\$315,000.00) to be paid by Defendant in full satisfaction of all of
3 Defendant’s liabilities in the Action, including Class Counsel’s Fees and Costs, Class Representative
4 Enhancement Payment, Payments to Class Members, PAGA Penalties, employee-side taxes arising
5 from the payments to Class Members and PAGA Members, and Settlement Administration Costs. The
6 Gross Settlement Amount does not include any employer-side taxes, which will be calculated by the
7 Settlement Administrator and separately paid for by Defendant.

8 16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of
9 the Net Settlement Amount.

10 17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25%
11 portion of PAGA Penalties to be paid to PAGA Members.

12 18. “Net Settlement Amount” means the funds available for payments to Class Members,
13 which shall be the amount remaining after the following amounts are deducted from the Gross
14 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration
15 Costs, (4) Class Representative Enhancement Payment to Plaintiff; (5) the PAGA Penalties to the
16 LWDA and PAGA Members; and (6) all employee-side taxes arising from the payments made under
17 this Agreement.

18 19. “Notice” means the Notice of Class Action and PAGA Settlement in a form
19 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’
20 and PAGA Members’ last known addresses and which will provide Class Members and PAGA
21 Members with information regarding the Actions and information regarding the settlement of the
22 Action.

23 20. “Notice Packet” shall collective refer to: (i) the Notice, substantially similar to the form
24 attached hereto as Exhibit A; and (ii) the Request for Exclusion Form, substantially similar to the form
25 attached hereto as Exhibit B.

26 21. “Objection” means a Class Member’s valid and timely written objection to the
27 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
28 address, telephone number, last four digits of the employee’s social security number or employee ID

1 number and (b) a written statement of all grounds for the objection accompanied by legal support, if
2 any, for such objection.

3 22. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal.
4 Lab. Code §§ 2698, *et seq.*

5 23. "PAGA Penalties" means the amount that the Parties have agreed to allocate in order
6 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
7 *seq.*) ("PAGA"). The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00)
8 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims.
9 Seventy-Five Percent (75%) of this amount (\$15,000.00) will be paid to the California Labor and
10 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent
11 (25%) of this amount (\$5,000.00), will be distributed to PAGA Members. PAGA Members will receive
12 payment from the employee portion of the PAGA Penalties regardless of their decision to participate
13 in the class action if the PAGA Penalties are approved by the Court.

14 24. "PAGA Members" means all current and former non-exempt employees of Defendant
15 who were employed by Defendant in the state of California at any time during the PAGA Period.

16 25. "PAGA Notice" refers to the notice letter submitted to the LWDA by Plaintiff on
17 March 13, 2023.

18 26. "PAGA Period" means the period commencing on March 13, 2022 and ending on the
19 earlier of: (a) the date of preliminary approval, or (b) April 7, 2024.

20 27. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
21 Plaintiff or Defendant, individually.

22 28. "Participating Class Members" means all Class Members who do not submit valid and
23 timely Requests for Exclusion.

24 29. "Plaintiff" means Plaintiff Marisol Flores, who will seek to be appointed as the
25 representative for the Class.

26 30. "Preliminary Approval" means the date the Court enters an order granting preliminary
27 approval of the Settlement Agreement.

28

1 31. “Released Class Claims” means all claims, rights, demands, liabilities and causes of
2 action that are alleged, or reasonably could have been alleged based on the factual allegations and
3 claims asserted in the Class Action arising during the Class Period, including the following claims
4 based on any theory of recovery for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid
5 Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
6 Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4)
7 Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5)
8 Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation
9 of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of
10 California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and
11 (8) claims for violation of the California Business and Professions Code §§ 17200, et seq which are
12 predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197,
13 1197.1, 1198, 2800, and 2802.

14 32. “Released PAGA Claims” means any and all claims for the recovery for civil penalties,
15 attorneys’ fees and costs permissible under PAGA which Plaintiff, PAGA Members, and the LWDA
16 or may claim to have, against Released Parties, arising out of the violations alleged in the Action and/or
17 the PAGA Notice during the PAGA Period, including failure to pay overtime compensation, failure to
18 pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay wages at the
19 regular rate of pay, failure to pay meal and rest period premiums, failure to pay all wages owed at
20 discharge or resignation; failure to timely pay wages during employment; failure to provide complete
21 and accurate wage statements; failure to keep complete and accurate payroll records; failure to
22 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203,
23 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and
24 2802.

25 33. “Released Parties” means Defendant ASPEN MEDICAL PRODUCTS, LLC and its
26 past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
27 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
28 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any

1 individual or entity that could be jointly or severally liable for any of the Released Class Claims or
2 Released PAGA Claims.

3 34. “Request for Exclusion” means a valid and timely written statement submitted by a
4 Class Member requesting to be excluded from the Class Action.

5 35. “Request for Exclusion Form” means the form that Class Members may use to request
6 to be excluded from the Settlement, substantially similar to the form attached hereto as Exhibit B.

7 36. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
8 mails Notice to Class Members, which shall be the last date on which Class Members may submit
9 Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement
10 Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal
11 holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is
12 open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be extended
13 fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
14 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
15 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
16 Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel.
17 Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally
18 extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

19 37. “Settlement” means the disposition of the Action pursuant to this Agreement.

20 38. “Settlement Administrator” means Apex Class Action LLC. The Parties each represent
21 that they do not have any financial interest in the Settlement Administrator or otherwise have a
22 relationship with the Settlement Administrator that could create a conflict of interest.

23 39. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
24 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
25 to, translating, printing, distributing, and tracking documents for this Settlement,
26 calculating/confirming the class member Workweeks from the information contained in the Class List,
27 calculating each Participating Class Member’s Individual Class Payment, calculating each PAGA
28 Member’s Individual PAGA Payment, tax reporting, distributing the Gross Settlement Amount,

1 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
2 process this Settlement. It is currently estimated that Settlement Administration Costs shall not exceed
3 \$6,500.00.

4 40. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
5 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant.

6 **RECITALS**

7 41. On March 13, 2023, Plaintiff provided written notice to the California Labor &
8 Workforce Development Agency ("LWDA") and Defendant of her intent to seek civil penalties
9 pursuant to PAGA for Defendant's alleged violations of California Labor Code §§ 201, 202, 203, 204,
10 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

11 42. On April 21, 2023, Plaintiff filed a putative class action complaint against Defendant
12 in the Superior Court for the State of California, County of Orange entitled *Marisol Flores v. Aspen*
13 *Medical Products, LLC*, Case No. 30-2023-01320570-CU-OE-CXC, alleging the following eight (8)
14 causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages);
15 (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)
16 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California
17 Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor
18 Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §
19 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800
20 and 2802 (Unreimbursed Business Expenses); and (8) Violation of California Business and Professions
21 Code §§ 17200, et seq. A First Amended Complaint adding a representative cause of action seeking
22 civil penalties under PAGA was filed on May 17, 2023.

23 43. Defendant denies the allegations in the Action and PAGA Notice, denies any failure to
24 comply with the laws identified in in the operative complaint in the Action and PAGA Notice, and
25 denies any and all liability for any of the causes of action pled and facts asserted in the Action and
26 PAGA Notice.

27 44. Following the filing of the Action, the Parties met and conferred with respect to
28 potential resolution of this Action, and agreed to engage in private mediation. Prior to mediation, Class

1 Counsel diligently investigated the claims against Defendant, including any and all applicable defenses
2 and the applicable law. This investigation included, *inter alia* the exchange of informal discovery,
3 review of numerous corporate policies and practices, and analysis of a 25% sampling of the time and
4 payroll records for the putative class. Class Counsel's investigation was sufficient to satisfy the criteria
5 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and
6 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

7 45. On February 7, 2024, the Parties participated in a private mediation with Francis J.
8 Ortman III, a respected mediator with extensive experience in complex wage and hour litigation. Mr.
9 Ortman's supervision of the mediation and negotiations was critical in managing the expectations of
10 the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full day of
11 negotiations, the Parties reached an agreement to settle this matter on a class-wide basis, the material
12 terms of which are now fully memorialized in this Agreement.

13 46. The settlement discussions during and after mediation were conducted at arms-length,
14 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
15 in relation to the costs and risks associated with continued litigation.

16 47. Based on data produced pursuant to formal and informal discovery, as well as Class
17 Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the
18 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,
19 and is in the best interests of the Class in light of all known facts and circumstances.

20 48. This Agreement is made and entered into by and between Plaintiff individually and on
21 behalf of the Settlement Class, and Defendant, and is subject to the terms and conditions hereof, and to
22 the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the
23 purpose of compromising significantly disputed claims and that nothing herein is an admission of
24 liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no
25 force or effect, and the Parties shall be returned to their original respective positions.

26 **TERMS OF AGREEMENT**

27 NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set
28 forth herein, the Parties agree, subject to the Court's approval, as follows:

1 49. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of
2 the Action, the Parties stipulate and agree that the requirements for establishing class certification with
3 respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties
4 further agree to the designation of Parker & Minne, LLP and Smith Law as counsel for the Class.
5 Should the Settlement not be approved or is terminated, the fact that the Parties were willing to stipulate
6 to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in
7 connection with, the issue of whether a class should be certified in a non-settlement context in this
8 Action.

9 50. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all
10 applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of
11 the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the
12 Individual Class Payments, the Class Representative Enhancement Payment, Class Counsel’s Fees and
13 Costs, the PAGA Penalties, the employee-side taxes arising from the payments of the settlement, and
14 the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side
15 taxes due on the Individual Class Payments, or as a result of an increase in the number of workweeks
16 as set forth in Paragraph 51 below, Defendant shall not be required to pay more than the Gross
17 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
18 Settlement Amount will revert to Defendant.

19 51. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is
20 based on Defendant’s representation that Class Members worked a total of 6,750 Workweeks during
21 the Class Period (“Certified Workweek Amount”). Should the actual number of Workweeks for Class
22 Members during the Class Period exceed the Certified Workweek Amount by more than five percent
23 (5%) (i.e., final total Workweeks increased by more than 338 Workweeks), then Defendant shall
24 increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of
25 Workweeks above 5% (e.g., if the total number of Workweeks worked by Class Members increases by
26 6% to 7,155 Workweeks, the Gross Settlement Amount shall by 1% to \$318,150.00).

27 52. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the
28 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all

1 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by
2 the Settlement Administrator. Defendant shall provide all information reasonably necessary for the
3 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state
4 unemployment insurance tax ID number, and other information reasonably requested by the Settlement
5 Administrator, no later than seven (7) calendar days of the Effective Date.

6 53. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of
7 the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for: (a)
8 Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and
9 Workforce Development Agency; (d) the Class Representative Enhancement Payment; (e) Class
10 Counsel’s Fees and Costs; and (f) Settlement Administration Costs.

11 54. Class Counsel’s Fees and Costs: Defendant agrees not to oppose any application or
12 motion by Class Counsel for attorneys’ fees of not more than one-third of the Gross Settlement Amount
13 (i.e., \$105,000.00), plus the reimbursement of costs and expenses associated with the litigation and
14 settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents
15 (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the
16 requested fees or costs that are not awarded to the Class Counsel shall be reallocated to the Net
17 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

18 55. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
19 to any application or motion by Plaintiff for a Class Representative Enhancement Payment in the
20 amount of Five Thousand Dollars and Zero Cents (\$5,000.00). The Class Representative Enhancement
21 Payment is intended to recognize the Plaintiff’s time, effort and risk in bringing and prosecuting the
22 Action, as well as the General Release of Plaintiff’s individual claims against Defendant. Any portion
23 of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be
24 reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided
25 in this Agreement.

26 56. Settlement Administration Costs: The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are

1 currently estimated not to exceed \$6,500.00. The Parties acknowledge that Settlement Administration
2 Costs may increase above the current estimate of \$6,500.00 and that any such additional Settlement
3 Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested
4 Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not
5 ultimately required to complete administration of the Settlement shall be reallocated to the Net
6 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

7 57. PAGA Penalties: Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be
8 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the
9 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or
10 Fifteen Thousand Dollars (\$15,000.00), to the California Labor and Workforce Development Agency
11 (“LWDA”). Five Thousand Dollars (\$5,000.00) will be distributed to PAGA Members on a *pro rata*
12 basis based on the total number of Workweeks worked by each PAGA Member during the PAGA
13 Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be
14 excluded from the class settlement. Class Counsel shall submit a copy of the fully-executed Settlement
15 Agreement to the LWDA either prior to or at the same time it is submitted to the Court for preliminary
16 approval and provide Defendant with proof of submission to the LWDA.

17 58. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will
18 be used to satisfy the class portion of Participating Class Members’ Individual Class Payments in
19 accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

| | | | |
|----|---|----|------------|
| 20 | Gross Settlement Amount | \$ | 315,000.00 |
| 21 | Enhancement Payment: | \$ | 5,000.00 |
| 22 | Class Counsel’s Fees: | \$ | 105,000.00 |
| 23 | Class Counsel’s Costs: | \$ | 30,000.00 |
| 24 | PAGA Penalties | \$ | 20,000.00 |
| 25 | Settlement Administration Costs: | \$ | 6,500.00 |
| 26 | <i>Estimated Net Settlement Amount</i> | \$ | 148,500.00 |

27 59. Individual Class Payment Calculations: Individual Class Payments will be paid from
28 the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating

1 Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the
2 total Workweeks for all Participating Class Members by adding the number of Workweeks worked by
3 each Participating Class Member during the Class Period. The respective Workweeks for each
4 Participating Class Member will be divided by the total Workweeks for all Participating Class
5 Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class
6 Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each
7 Settlement Class Member's estimated Individual Class Payment.

8 60. Tax Allocation of Individual Class Payments: Individual Class Payments will be
9 allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages,
10 eight percent (80%) shall be allocated as non-wage damages, including interest, business expenses, and
11 penalties. The portion of the Individual Class Payment allocated to wages will be reported by the
12 Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on
13 an IRS Form-1099 by the Settlement Administrator

14 61. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a
15 pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.
16 Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members
17 by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
18 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA
19 Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment
20 ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each
21 PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual
22 PAGA Payment regardless of whether they submit a Request for Exclusion.

23 62. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not
24 subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

25 63. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating
26 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,
27 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
28 Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,

1 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
2 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
3 amounts to which any Class Members may be entitled under any benefit plans.

4 64. Settlement Administration Process: The Parties agree to cooperate in the administration
5 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
6 incurred in administration of the Settlement. The Settlement Administrator will provide the following
7 services:

- 8 a) Establish and maintain a Qualified Settlement Fund.
- 9 b) Calculate the number of Workweeks for each Participating Class Member and
10 PAGA Member.
- 11 c) Calculate the Individual Class Payment each Participating Class Member is
12 eligible to receive.
- 13 d) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 14 e) Print and mail the Notice Packet (consisting of the Notice and Request for
15 Exclusion Form) in both Spanish and English.
- 16 f) Conduct additional address searches for mailed Notice Packets that are returned
17 as undeliverable.
- 18 g) Process Objections and Requests for Exclusion.
- 19 h) Field inquiries from Class Members, including challenges to Workweek
20 numbers.
- 21 i) Print and issue and issue Settlement payment checks.
- 22 j) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any
23 governmental taxing authority.
- 24 k) Provide declarations and/or other information to this Court as requested by the
25 Parties and/or the Court.
- 26 l) Provide weekly status reports to counsel for the Parties.
- 27 m) Post copies of the operative Complaint, Settlement Agreement, Notice,
28 Preliminary Approval Order, and Final Approval Order and Judgment online at

1 Settlement Administrator's website.

2 65. Delivery of the Class List: Within fourteen (14) business days of the Order granting
3 Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a
4 material term of the Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void
5 the Agreement if the non-compliance is not cured within seven (7) days. Prior to mailing the Notice,
6 the Settlement Administrator shall provide Class Counsel with an anonymized version of the Class List
7 that shall only disclose an identification number attributed to each Class Member and their respective
8 Workweeks during the Class Period and PAGA Period.

9 66. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the
10 Class List from Defendant, the Settlement Administrator will mail the Notice Packets to all Class
11 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified
12 in the Class List.

13 67. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement
14 Administrator will perform a search based on the National Change of Address Database for information
15 to update and correct for any known or identifiable address changes. Any Notice Packet returned to the
16 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
17 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
18 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address
19 is provided, the Settlement Administrator will promptly attempt to determine the correct address using
20 a skip-trace, or other search using the name, address and/or Social Security number of the Class
21 Member involved, and will then perform a single re-mailing. If any Notice Packet sent to a Class
22 Member by the Settlement Administrator is returned as undeliverable to a current employee, then
23 Defendant shall make all reasonable efforts to obtain the current address from the Class Member and
24 provide the same within seven (7) calendar days of notice from the Settlement Administrator. The
25 Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed
26 a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal
27 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
28 Service is open

1 68. Notice Packet: All Class Members will be mailed a Notice Packet containing the Notice
2 and Request for Exclusion Form, substantially in the form attached hereto as Exhibit A and Exhibit B.
3 The Notice Packets shall be provided in both English and Spanish. Each Notice will provide: (a)
4 information regarding the nature of the Action; (b) a summary of the Settlement’s principal terms; (c)
5 the Class definition; (d) the total number of Workweeks each respective Class Member worked for
6 Defendant during the Settlement Class Period; (e) each Class Member’s estimated Individual Class
7 Payment and the formula for calculating Individual Class Payments; (f) each PAGA Members’
8 estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (g)
9 the dates which comprise the Class Period; (h) the deadlines by which the Class Member must email,
10 fax, or postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the
11 claims to be released, as set forth herein; and (j) the date for the Final Approval hearing.

12 69. Disputed Information on Notice: Class Members will have an opportunity to dispute
13 the information provided in their Notice. Any Class Member wishing to dispute the Workweeks
14 reported in their Notice must provide a written dispute to the Settlement Administrator by the Response
15 Deadline via email, facsimile or mail. The written dispute must include (a) the Class Member’s name,
16 address, telephone number, and the last four digits of the Class Member’s Social Security number
17 and/or the Employee ID number; (b) a statement explaining why they believe the number of
18 Workweeks in their Notice is inaccurate; and (c) any evidence showing that the number of Workweeks
19 credited to them in their Notice is inaccurate. Absent evidence rebutting Defendant’s records,
20 Defendant’s records will be presumed determinative. However, if a Class Member produces evidence
21 to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
22 Member and the Parties will make the final decision as to the number of eligible Workweeks that should
23 be applied and/or the Individual Class Payments to which the Class Member may be entitled. If the
24 Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the
25 Workweeks for each Class Member during the Class Period, based on the information provided to it.
26 The Court retains authority to review the Settlement Administrator’s decisions on any such disputes.

27 70. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
28 Action must sign and return a written Request for Exclusion to the Settlement Administrator by the

1 Response Deadline via email, facsimile or mail. A Request for Exclusion Form, substantially in the
2 form attached hereto as Exhibit B, shall be included in the Notice Packet, and may be utilized by Class
3 Members to request exclusion from the Settlement. The Request for Exclusion must include (a) the
4 Class Member's name, address, telephone number, and the last four digits of the Class Member's Social
5 Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded
6 from the settlement of the class claims similar to the following: "I wish to exclude myself from the
7 class settlement reached in the matter of *Flores v. Aspen Medical Products, LLC*. I understand that by
8 excluding myself, I will not receive money from the settlement of my individual claims." The date of
9 the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion
10 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
11 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
12 Exclusion that were timely submitted. All Class Members who do not timely request exclusion from
13 the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final
14 approval by the Court. The Court retains authority to determine the validity and authenticity of all
15 Requests for Exclusion submitted by Class Members. The Request for Exclusion shall not be effective
16 as to the release of claims arising under the Private Attorneys General Act.

17 71. Defective Submissions: If a Class Member's Request for Exclusion is defective as to
18 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
19 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
20 of receiving the defective submission to advise the Class Member that his or her submission is defective
21 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
22 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date the
23 cure letter is mailed, whichever date is later, to email, fax, or postmark a revised Request for Exclusion.
24 If a Class Member responds to a cure letter by filing a defective claim, then the Settlement
25 Administrator will have no further obligation to give notice of a need to cure. If the revised Request for
26 Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

27 72. Defendant's Right to Rescind: If more than ten percent (10%) of Class Members
28 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its

1 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null
2 and void. Defendant must inform Class Counsel prior to exercising this right, and must make clear its
3 intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator
4 notifying the Parties of the final number of opt-outs. If Defendant exercises its right to rescind the
5 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date
6 of rescission.

7 73. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member
8 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for
9 Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims
10 and Released PAGA Claims, as well as any Final Approval Order and Judgment that may be entered
11 by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement
12 shall not be bound by such Final Approval Order and Judgment or release. The names of Class Members
13 who have opted-out of the Settlement shall be disclosed to both Class Counsel and Defendant's Counsel
14 and noted in the proposed Final Approval Order and Judgment submitted to the Court.

15 74. Objection Procedures: To object to the Settlement, a Participating Class Member must
16 email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response
17 Deadline. The Objection must be signed by the Participating Class Member and contain all information
18 required by this Settlement Agreement including the employees full name, address, telephone number,
19 the last four digits of their social security number and/or Employee ID number, and the specific reason
20 including any legal grounds for the Participating Class Member's objection. The email, facsimile, or
21 postmark date will be deemed the exclusive means for determining that the Notice of Objection is
22 timely. Participating Class Members who fail to object in the manner specified above will be foreclosed
23 from making a written objection, but shall still have a right to appear at the Final Approval Hearing in
24 order to have their objections heard by the Court. The Court shall retain final authority as to the
25 consideration and admissibility of any and all objections to the Settlement. At no time will any of the
26 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit
27 written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class
28 Counsel will not represent any Class Members with respect to any objections to this Settlement.

1 75. Weekly Reports Regarding Settlement Administration: The Settlement Administrator
2 will provide Defendant’s Counsel and Class Counsel a weekly report which certifies: (a) the number
3 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices Packets
4 returned and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests
5 for Exclusions, or any challenges to any information contained in the Notice. Additionally, the
6 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
7 administration of the Settlement Agreement as needed or requested.

8 76. Compliance Declaration by Settlement Administrator: Within two weeks of the
9 Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel
10 and Defendant’s Counsel attesting to its due diligence and compliance with all of its obligations under
11 this Agreement, including, but not limited to, the mailing of the Notice Packets, the Notice Packets
12 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the names
13 of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and the
14 number of written objections to the Settlement. The Administrator shall also provide to Class Counsel
15 and Defendant’s Counsel authenticated copies of every written objection and Request for Exclusion
16 that it received. The Administrator will supplement its declaration as needed or requested by the Parties
17 and/or the Court.

18 77. Payment Schedule for All Court Approved Settlement payments: Within three (3)
19 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will
20 calculate all payments due, and shall provide Defendant’s Counsel and Class Counsel with a report on
21 all disbursements to be made under the Settlement.

22 78. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
23 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
24 (180) calendar days. The Individual Class Payment checks provided to Participating Class Members
25 and Individual PAGA Payment checks provided to PAGA Members shall prominently state the
26 expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days,
27 or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment
28 and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual

1 PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in
2 writing. If a Participating Class Member or PAGA Member does not cash his or her Individual Class
3 Payment check or Individual PAGA Payment check within 180 days, the uncashed funds, subject to
4 Court approval, shall be distributed to the Controller of the State of California to be held pursuant to
5 the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating
6 Class Members and PAGA Members who did not cash their checks until such time that they claim their
7 property. The Parties agree that this disposition results in no “unpaid residue” under California Civil
8 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class
9 Members and PAGA Members, whether or not they all cash their Individual Class Payment checks or
10 Individual PAGA Payment checks. Therefore, Defendant will not be required to pay any interest on
11 such amounts.

12 79. Administration of Taxes by the Settlement Administrator: The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
15 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
16 and penalties to the appropriate government authorities.

17 80. Final Distribution Report and Declaration by Settlement Administrator: Within 10
18 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
19 the Administrator will provide Class Counsel and Defendant’s Counsel with a final report detailing its
20 disbursements by employee identification number only of all payments made under this Agreement. At
21 least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare,
22 and submit to Class Counsel and Defendant’s Counsel, a signed declaration under oath suitable for
23 filing in Court attesting to its disbursement of all payments required under this Agreement. Class
24 Counsel is responsible for filing the Settlement Administrator’s Declaration with the Court.

25 81. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
26 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
27 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
28 regard. Plaintiff and Participating Class Members understand and agree that they will be solely

1 responsible for the payment of any taxes and penalties assessed on the payments described herein.
2 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
3 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,
4 shall be paid separate and apart from the Gross Settlement Amount.

5 82. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
6 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
7 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
8 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
9 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
10 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
11 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
12 own, independent legal and tax counsel for advice (including tax advice) in connection with this
13 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
14 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or
15 disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed
16 on the acknowledging party, and (3) no attorney or advisor to any other Party has imposed any limitation
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether
18 such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
19 tax structure of any transaction, including any transaction contemplated by this Agreement.

20 83. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
23 of action or right herein released and discharged.

24 84. Release by Participating Class Members: Upon the complete funding of the Gross
25 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
26 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
27 for the Class Period. This release shall be binding on all Participating Class Members.

28 85. Release by PAGA Members, the LWDA and the State of California: Upon the complete

1 funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California shall
2 be deemed to have fully released and discharged the Released Parties from any and all Released PAGA
3 Claims for the PAGA Period. In light of the binding nature of a PAGA judgment on non-party
4 employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall
5 be deemed to have released claims arising under PAGA regardless of their decision to participate in the
6 class settlement. PAGA Members who exclude themselves from the settlement of class claims, shall
7 still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA
8 during the PAGA Period.

9 86. Labor Code Section 206.5: Plaintiff and each and every Class Member who does not
10 timely opt out shall be deemed to have acknowledged and agreed that: (1) the Released Class Claims
11 and Released PAGA Claims in the Action are disputed; and (2) the payments set forth herein constitute
12 full payment of any amounts allegedly due to them. In light of the payment by Defendant of all amounts
13 due to them, Plaintiff and each and every Class Member shall be deemed to have acknowledged and
14 agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section
15 provides in pertinent part as follows:

16 “No employer shall require the execution of any release of any claim or right on account of
17 wages due, or to become due, or made as an advance on wages to be earned, unless payment of
18 such wages has been made.”

19 Each Class Member shall be deemed to have made the foregoing release as if by manually signing it.

20 87. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
21 Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General
22 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff hereby
23 fully releases the Released Parties from any and all Released Class Claims, Released PAGA Claims,
24 and also generally releases and discharges the Released Parties from any and all claims, demands,
25 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
26 asserted against the Released Parties, including but not limited to claims for wages, restitution,
27 penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment.
28 This release specifically includes any and all claims, demands, obligations and/or causes of action for

1 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
2 Settlement Agreement), whether or not known or suspected to exist, and whether or not specifically or
3 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California
4 Civil Code Section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
6 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
7 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
8 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
9 WITH THE DEBTOR OR RELEASED PARTY.

10 Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or
11 may have that are not waivable by law, including claims for unemployment insurance, disability, social
12 security, workers compensation, and the right to receive vested benefits under any retirement plan.

13 88. Neutral Employment Reference: : In the event that any potential or future employers
14 of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Plaintiff will direct the
15 potential or future employer to contact Defendant's Associate Director of Human Resources, Mary
16 Bachand. Defendant's Associate Director of Human Resources shall only provide Plaintiff's dates of
17 employment, job titles during employment, and shall not refer to the Action or this Settlement.

18 89. Preliminary Approval Hearing: Promptly upon execution of this Settlement
19 Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as
20 follows:

- 21 a. Granting preliminary approval of the Settlement Agreement
- 22 b. Certifying the Class for the purposes of Settlement;
- 23 c. Approving, as to form and content, the proposed Notice;
- 24 d. Approving the manner and method for Class Members to request exclusion from
25 the Stipulation of Settlement as contained herein and within the Notice;
- 26 e. Directing the mailing of the Notice Packets to the Class Members, in accordance
27 with the Agreement; and
- 28 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

1 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which
2 sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A and
3 the Request for Exclusion Form attached as Exhibit B. Defendant agrees that it will not oppose
4 Plaintiff's motion for preliminary approval or delay the hearing thereon. This is a material term of the
5 Agreement and opposition by Defendant will be grounds for Plaintiff to withdraw from the Agreement.

6 90. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
7 deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement,
8 and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final
9 Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual
10 Class Payments; (b) PAGA Penalties; (c) Class Counsel's Fees and Costs; (d) the Class Representative
11 Enhancement Payment; and (e) the Settlement Administration Costs. Class Counsel will be responsible
12 for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible
13 for drafting the attorneys' fees and costs application to be heard at the final approval hearing and shall
14 submit to the Court a Proposed Final Approval Order as follows:

- 15 a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and
16 adequate, and directing consummation of its terms and provisions;
- 17 b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- 18 c. Approving the Class Representative Enhancement Payment to Plaintiff;
- 19 d. Setting a date when the parties shall report to the Court the total amount that was
20 actually paid to the Class Members; and
- 21 e. Entering Final Approval Order and Judgment in this Action consistent with this
22 Agreement.

23 Defendant agrees that it will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees
24 and Costs.

25 91. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
26 Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final Approval
27 Order and Judgment to the Court for its approval. After entry of the Final Approval Order and
28 Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule 3.769

1 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and
2 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
3 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

4 92. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's
5 Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the
6 Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as
7 provided herein; (b) the Court strikes or does not approve any material term of this Settlement
8 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any
9 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will
10 be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall
11 be returned to their original respective positions prior to the Settlement and shall proceed in all respects
12 as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in
13 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
14 Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any
15 issues raised by the Court prior to invoking their right to nullify the Settlement under this provision.
16 The Parties further agree that if the Court fails to approve this Settlement for any reason, the Parties
17 will meet and confer in a good faith effort to reach an Agreement that may be approved by the Court.

18 93. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any Exhibits to this Settlement are an integral part of the Settlement.

21 94. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
23 may be deemed binding on the Parties.

24 95. Amendment or Modification: This Settlement Agreement may be amended or modified
25 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

26 96. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
3 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
4 unable to reach agreement on the form or content of any document needed to implement the Settlement,
5 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
6 the Parties may seek the assistance of the Court to resolve such disagreement.

7 97. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 98. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
10 will be governed by and interpreted according to the laws of the State of California.

11 99. Execution and Counterparts: This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
14 the signature page, will be deemed to be one and the same instrument provided that counsel for the
15 Parties will exchange among themselves original signed counterparts.

16 100. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
18 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement.

22 101. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
23 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
24 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

25 102. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that either party may appeal any
27 court order that materially alters the Settlement Agreement's terms.

28 103. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate

1 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not
2 approved, the stipulation to certification will be void. The Parties further agree that certification for
3 purposes of the Settlement is not an admission that class action certification is proper under the
4 standards applied to contested certification motions and that this Agreement will not be admissible in
5 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
6 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

7 104. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
8 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
9 In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated
10 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
11 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated
12 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
13 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
14 any of the negotiations connected with it, shall be construed as an admission or concession by
15 Defendant of any such violations or failure to comply with any applicable law. Except as necessary in
16 a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall
17 not be offered or received as evidence in any action or proceeding to establish any liability or admission
18 on the part of Defendant or to establish the existence of any condition constituting a violation of, or a
19 non-compliance with, federal, state, local or other applicable law.

20 105. Captions: The captions and section numbers in this Agreement are inserted for the
21 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
22 provisions of this Agreement.

23 106. Waiver: No waiver of any condition or covenant contained in this Settlement
24 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
25 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
26 or remedy.

27 107. Enforcement Action: In the event that one or more of the Parties institutes any legal
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
3 expert witness fees incurred in connection with any enforcement actions.

4 108. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
5 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
6 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
7 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
8 Parties have contributed to the preparation of this Settlement Agreement.

9 109. Representation By Counsel: The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
11 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
12 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

13 110. All Terms Subject to Final Court Approval: All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

15 111. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
16 promote participation in the Settlement Agreement, and in seeking court approval of the Settlement
17 Agreement, including working cooperatively to address any questions raised by the Court and making
18 any reasonable amendments to the Settlement Agreement required by the Court. The Parties and their
19 counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the
20 Settlement Agreement. Defendant agrees not to obtain any settlement agreement waivers or release
21 agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning
22 claims released via this Settlement Agreement, except that nothing herein prohibits Defendant from
23 settling other disputes with employees in a manner that does not impact this Settlement. The Parties
24 will work in good faith to reach an agreement approved by the Court.

25 112. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
26 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,
27 Defendant, and Defendant's Counsel agree that they will not issue any press releases, initiate any
28 contact with the press, respond to any press inquiry or have any communication with the press about

1 **APPROVED AS TO FORM AND CONTENT:**

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Dated: **03/07/2024**

By: Marisol Flores
Marisol Flores (Mar 7, 2024 12:14 PST)
Plaintiff Marisol Flores

Dated: *March 11, 2024*

By: *Kathryn Gray*
Name: *Kathryn Gray*
Title: *CAO/CCO*
For Defendant ASPEN MEDICAL PRODUCTS, LLC

APPROVED AS TO FORM ONLY:

Dated: **March 7, 2024**

PARKER & MINNE, LLP

By: *S. Emi Minne*
S. Emi Minne
Attorneys for Plaintiff
Marisol Flores

Dated: **March 14, 2024**

CDF LABOR LAW LLP

By: *Leigh A. White*
Leigh Ann White
Attorneys for Defendant
ASPEN MEDICAL PRODUCTS, LLC

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Marisol Flores v. Aspen Medical Products, LLC

Orange County Superior Court, Case No. 30-2023-01320570-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt or hourly-paid employees who are or were employed by Aspen Medical Products, LLC in the State of California at any time from April 21, 2019, through [Class Period Cut-Off Date]

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Aspen Medical Products, LLC (“Defendant”) on April 21, 2023 in the Orange County Superior Court, Case No. 30-2023-01320570-CU-OE-CXC (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to pay all wages for time worked, failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed upon termination of their employment, did not provide accurate wage statements, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Marisol Flores, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from April 21, 2019 through [Class Period Cut-Off Date]). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [Insert Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Marisol Flores as the Class Representative, and appointed her attorneys at Parker & Minne, LLP and Smith Law as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between April 21, 2019 through [Class Period Cut-Off Date].

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Fifteen Dollars (\$315,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Class Settlement Amount or One Hundred Five Thousand Dollars (\$105,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500.00); and
- E. **PAGA Penalties** in the amount of Twenty Thousand Dollars (\$20,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$15,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$5,000.00) will be distributed to hourly-paid, non-exempt employees of Defendants in the state of California at any time from March 13, 2022 to [PAGA Period Cut-Off Date] (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendants from April 21, 2019 through [Class Period Cut-Off Date] (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, eighty percent (80%) interest, business expenses, and penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties, business expense, and interest portion of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from March 13, 2022 through [PAGA Period Cut-Off Date]. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant’s records, you worked:

[] workweeks during the Class Period (April 21, 2019 to [Class Period Cut-Off Date]); and
[] workweeks during the PAGA Period (March 13, 2022 to [PAGA Period Cut-Off Date]).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ _____, and your Individual PAGA Payment (if applicable) is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant’s record of your employment and are presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide your full name, address, telephone number, last four digits of your social security number or your employee ID number, an explanation why you believe the number of workweeks reported in this Notice is inaccurate, and any documentation you have supporting such dispute by **[INSERT RESPONSE DEADLINE]**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator’s contact information is listed below:

Apex Class Action LLC
[Address]
[Telephone No.]
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the “Released Parties” from the “Released Class Claims” for the Class Period.

The “Released Parties” include Defendant Aspen Medical Products, LLC and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity that could be jointly or severally liable for any of the Released Class Claims or Released PAGA Claims.

The “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims based on any theory of recovery for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (8) claims for violation of the California Business and Professions Code §§ 17200, et seq which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims pertains to the period of April 21, 2019 to **[Class Period Cut-Off Date]**.

In addition, all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties, attorneys’ fees and costs under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiff and/or the PAGA Members had, or may claim to have, against the Released Parties, based on the facts

and legal theories contained in the Lawsuit and/or the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide meal periods and associated premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, failure to provide accurate wage statements, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 (“Released PAGA Claims.”) The Released PAGA Claims pertains to the period of March 13, 2022 to [PAGA Period Cut-Off Date]. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Flores v. Aspen Medical Products, LLC*. I understand that by excluding myself I will not receive money from the class portion of the settlement.” You may also use the “Request for Exclusion Form” enclosed with this Notice.

All requests for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by [Insert Response Deadline]. You cannot exclude yourself by phone.

Apex Class Action LLC

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between March 13, 2022 to [PAGA Period Cut-Off Date], in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and SMITH LAW as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

SMITH LAW
Benjamin Smith
8605 Santa Monica Boulevard
PMB 97638
West Hollywood, California 90069
Telephone: (818) 839-9700

Class Counsel will ask the Court for attorneys' fees of up to \$105,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [Insert Response Deadline]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [Insert Response Deadline] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. <https://www.occourts.org/media-relations/aci.html>. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for Case No. 30-2023-01320570-CU-OE-CXC. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Register of Action No.).

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

Marisol Flores v. Aspen Medical Products, LLC

Orange County Superior Court, Case No. 30-2023-01320570-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVE PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT.

INSTRUCTIONS: If you do not want to participate in the proposed Class Action Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fully complete, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Apex Class Action LLC
Flores v. Aspen Medical Products

[Insert Address]
[Insert Fax Number]
[Insert Email Address]

If you were employed between March 13, 2022 and [Insert PAGA Period Cut-Off Date], you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the Class claims.

THE DEADLINE FOR SUBMITTING THIS FORM IS [INSERT RESPONSE DEADLINE]. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY [INSERT RESPONSE DEADLINE].

By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Flores v. Aspen Medical Products, LLC*. I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

Last 4 Digits of Social Security Number or Employee ID
Number: _____