

1 S. Emi Minne (SBN 253179)
emi@parkerminne.com
2 Jill J. Parker (SBN 274230)
jill@parkerminne.com
3 **PARKER & MINNE, LLP**
4 700 South Flower Street, Suite 1000
Los Angeles, California 90017
5 Telephone: (310) 882-6833 / Fax: (310) 889-0822

6 Benjamin Smith (SBN 266712)
benjy@thesmithlawcorp.com
7 **SMITH LAW**
8 8605 Santa Monica Boulevard
PMB 97638
9 West Hollywood, California 90069
10 Telephone: (818) 839-9700 / Fax: (818) 824-4975

11 Attorneys for Plaintiff
MARISOL FLORES

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**

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

18 Plaintiff,

19 vs.

20 ASPEN MEDICAL PRODUCTS, LLC, a
21 California limited liability company; and DOES
1 through 50, inclusive,

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

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 15, 2024

Time: 10:00 a.m.

Dept.: CX105

Reservation No.: 74257540

Complaint Filed: April 21, 2023

FAC Filed: May 17, 2023

Trial Date: Not Set

1 Plaintiff Marisol Flores’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and
2 PAGA Settlement (“Motion”) came regularly for hearing on November 15, 2024 in Department
3 CX105 of the above-entitled Court, the Honorable Randall J. Sherman presiding. The Court, having
4 considered Plaintiff’s Motion, memorandum of points and authorities in support thereof, and
5 supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS:

6 1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action
7 and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of
8 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and the
9 Stipulation to Amend Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 2
10 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA Settlement (collectively, “Agreement”). The Court finds that
12 the Agreement to be within the range of reasonableness of a settlement that ultimately could be
13 granted approval by the Court at a final approval hearing. All capitalized terms used herein shall
14 have the same meaning as defined in the Agreement.

15 2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and
16 reasonable. It appears to the Court that adequate investigation and research have been conducted
17 such that counsel for the parties at this time are able to reasonably evaluate their respective
18 positions. It further appears to the Court that the Agreement, at this time, will avoid substantial
19 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
20 further prosecution of the case. It further appears that the Agreement has been reached as the result
21 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

22 3. The Court preliminarily finds that the Agreement, including the allocations for the
23 Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Settlement
24 Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members
25 provided thereby, appear to be within the range of reasonableness of a settlement that could
26 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
27 recovery that is being granted as part of the Agreement and preliminarily finds that the monetary
28 settlement awards made available to the Class Members and PAGA Members are fair, adequate, and

1 reasonable when balanced against the probable outcome of further litigation relating to certification,
2 liability, and damages issues.

3 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
4 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
5 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
6 (b) common questions of law and fact predominate, and there is a well-defined community of
7 interest amongst the members of the Class with respect to the subject matter of the litigation; (c)
8 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and
9 adequately protect the interests of the members of the Class; (e) a class action is superior to other
10 available methods for the efficient adjudication of the controversy; and (f) Class Counsel are
11 qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the
12 Class.

13 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
14 follows:

15 All current and former hourly-paid, non-exempt employees of Defendant Aspen
16 Medical Products, LLC who were employed by Defendant Aspen Medical Products,
17 LLC in the State of California at any time during the period commencing on April 19,
2019, and ending on April 7, 2024.

18 6. For purposes of settlement only, the Court designates Plaintiff Marisol Flores as the
19 Class Representative.

20 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
21 of Parker & Minne, LLP and Benjamin Smith of Smith Law as Class Counsel.

22 8. The Court designates Apex Class Action, LLC as the third-party Settlement
23 Administrator.

24 9. The Parties are ordered to implement the Agreement according to the terms of the
25 Agreement.

26 10. Within fourteen business days of the date of this Order, Defendant shall provide the
27 Administrator with the Class List consisting of the following information for each Class Member:
28 full name, last known address, last known telephone number, social security number, and start and

1 end dates of active employment as a non-exempt employee of Defendant Aspen Medical Products,
2 LLC in the State of California.

3 11. The Court approves, as to form and content, the Notice of Proposed Class Action
4 Settlement (“Notice”) attached as **Exhibit A** to this Order.

5 12. The Court approves, as to form and content, the Request for Exclusion Form attached
6 as **Exhibit B** to this Order.

7 13. The Court finds that the form of notice to the Class regarding the pendency of the
8 action and of the Agreement, the dates selected for mailing and distribution, and the methods of
9 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
10 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
11 members of the Class. The form and method of giving notice comply fully with the requirements of
12 Code of Civil Procedure § 382, Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
13 the California and United States Constitutions, and other applicable law.

14 14. The Court further approves the procedures for Class Members to opt-out of or object
15 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
16 filing objections in connection with the Final Approval Hearing are intended to ensure the efficient
17 administration of justice and the orderly presentation of any Class Member’s objection to the
18 Agreement, in accordance with the due process rights of all Class Members.

19 15. The Court directs the Administrator to mail the Notice to the members of the Class no
20 later than fourteen (14) calendar days after receiving the Class List from Defendant, in accordance
21 with the terms of the Agreement.

22 16. The Notice shall provide sixty (60) calendar days’ notice for Class Members to
23 submit disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed
24 shall have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the
25 Agreement.

26 17. The hearing on Plaintiff’s Motion for Final Approval is scheduled in Department
27 CX105 of this Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701, on March 21,
28 2025, at 10:00 a.m..

1 18. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
2 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
3 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application
4 for the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and
5 Class Counsel's Fees and Costs, should be granted.

6 19. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval of Plaintiff's application for the Class
8 Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees
9 and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to
10 the time limits set by the Code of Civil Procedure and the California Rules of Court.

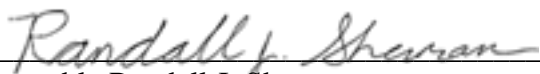
11 20. The Court order the following implementation schedule:

Event	Date
Defendant to provide Class List to the Administrator no later than:	November 29, 2024 [14 business days following preliminary approval]
Administrator to mail the Class Notice to the Class no later than:	December 13, 2024 [14 calendar days following provision of the Class List]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	February 11, 2025 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiff to file the Motion for Final Approval of Class Action Settlement:	February 27, 2025
Hearing on Motion for Final Approval of Settlement	March 21, 2025 at 10:00 a.m., Dept. CX105

22 21. Pending the Final Approval hearing, all proceedings in this Action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
24 Order, are stayed.

25 22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
26 connection with the administration of the Agreement which are not materially inconsistent with
27 either this Order or the terms of the Agreement.
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1 DATED: November 15, 2024


Honorable Randall J. Sherman
JUDGE OF THE SUPERIOR COURT

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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 one-third (33 1/3%) wages and two-thirds (66 2/3%) 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.

6. 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. The Court will be the final decisionmaker as to any workweek disputes.

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]

7. How can I get a payment?

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

8. 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.

9. 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.

If you wish to exclude yourself from the Settlement, a Request for Exclusion Form you can complete and submit to the Settlement Administrator is attached.

10. 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.

11. 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

12. 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

13. 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 Final Approval Hearing Date] and make an objection at that time, regardless of whether you submitted a written objection.

14. 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.

15. 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 CX105 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.

16. 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.

17. 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

18. 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

19. 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?

20. 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:
