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11 Attorneys for Plaintiff
MARISOL FLORES

12 *Additional counsel listed on next page*

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*

**STIPULATION TO AMEND TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: April 21, 2023

FAC Filed: May 17, 2023

Trial Date: Not set

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6 Attorneys for Defendant
ASPEN MEDICAL PRODUCTS, LLC

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g. Section 15 of the Notice (previously Section 14) shall be revised to change the referenced courtroom to Department CX105.

3. A true and correct copy of the proposed revised Notice is attached to this Stipulation as Exhibit A.

IT IS SO STIPULATED.

Dated: September 4, 2024


PARKER & MINNE, LLP

By: 

S. Emi Minne
Attorneys for Plaintiff
MARISOL FLORES

Dated: September 4, 2024

CDF LABOR LAW LLP

By: 

Leigh A. 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 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 **[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