

1 S. Emi Minne (SBN 253179)
emi@parkermminne.com
2 Jill J. Parker (SBN 274230)
jill@parkermminne.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
California limited liability company; and DOES
21 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*

**NOTICE OF RULING ON PLAINTIFF'S
MOTION FOR FINAL APPROVAL AND
ENTRY OF FINAL APPROVAL ORDER
AND JUDGMENT**

Complaint Filed: April 21, 2023
FAC Filed: May 17, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 21, 25, in Department CX105 of the above-entitled
3 Court, a hearing was held on Plaintiff Marisol Flores' unopposed Motion for Final Approval of Class
4 Action and PAGA Settlement ("Motion"). S. Emi Minne, Esq. of Parker & Minne, LLP appeared on
5 behalf of Plaintiff Marisol Flores and the Settlement Class. Leigh Ann White of CDF Labor Law LLP
6 appeared on behalf of Defendant Aspen Medical Products, LLC. At the hearing, the Court granted
7 Plaintiff's Motion and entered the Final Approval Order and Judgment thereon.

8 True and correct copies of the minute order dated March 21, 2025 reflecting the Court's ruling
9 on the Motion and the Final Approval Order and Judgment entered by the Court on March 21, 2025
10 are attached hereto as Exhibit 1 and Exhibit 2, respectively.

11 Plaintiff was ordered to give notice of the ruling to the LWDA and to Defendant.

12
13 Dated: March 24, 2025

PARKER & MINNE, LLP

14
15 By:



16 S. Emi Minne

17 Attorneys for Plaintiff
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EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 03/21/2025 TIME: 10:00:00 AM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Randall J. Sherman

CLERK: J. Phu

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: C. Urinsco, None

CASE NO: **30-2023-01320570-CU-OE-CXC** CASE INIT.DATE: 04/21/2023

CASE TITLE: **Flores vs. Aspen Medical Products, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74430201

EVENT TYPE: Motion for Final Approval

MOVING PARTY: Marisol Flores

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Final Approval of Class Action and PAGA Settlement, 02/27/2025

APPEARANCES

Emi Minne, from Parker & Minne, LLP, present for Plaintiff(s) remotely.

Leigh A. White, from CDF Labor Law LLP, present for Defendant(s) remotely.

Tentative Ruling posted on the Internet.

Hearing held, all participants appearing remotely.

All parties submit on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement is granted, except that the court approves plaintiff's attorneys' costs only in the amount of \$19,907.89. The court will not award \$200 for unspecified "anticipated future costs". The court concludes that the \$315,000.00 class action and PAGA settlement, as approved, is fair, adequate and reasonable, and approves the following specific awards:

- \$105,000.00 to plaintiff's counsel for plaintiff's attorneys' fees, with 55%, or \$57,750.00, awarded to Parker & Minne, LLP, and 45%, or \$47,250.00, awarded to Smith Law, as requested;
- \$19,907.89 to plaintiff's counsel for plaintiff's attorney costs, with \$300.29 awarded to Parker & Minne, LLP, and \$19,607.60 awarded to Smith Law, reduced from the \$20,107.89 requested;
- \$5,000.00 to plaintiff Marisol Flores as an enhancement award, as requested;
- \$6,500.00 to the Administrator, Apex Class Action, LLC, as requested; and
- \$15,000.00 to the LWDA for its share of PAGA penalties, as requested.

The total amount that will be payable to all class members and aggrieved employees if they are paid the amount to which they are entitled pursuant to the judgment is \$163,592.11.

The court sets a Final Report Hearing for January 9, 2026 at 10:00 a.m. At least 16 days before the

Final Report Hearing date, class counsel must file a summary accounting of the distribution of the settlement funds, identifying the distributions made pursuant to this ruling, as well as the number and total amount of any uncashed checks, and the status of any unresolved issues, such as to confirm whether distribution efforts are fully completed, including the distribution of the amount of the uncashed class member and aggrieved employee checks to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees after 180 days, whether the Administrator's work is complete, and whether the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the class members and aggrieved employees.

Plaintiff is ordered to give notice of the ruling to the LWDA and to defendant, and to file a Proof of Service within five days after service.

EXHIBIT 2

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

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

Attorneys for Plaintiff
MARISOL FLORES

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

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

Plaintiff,

vs.

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

Defendants.

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

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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: March 21, 2025
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: April 21, 2023
FAC Filed: May 17, 2023
Trial Date: Not Set

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1 Plaintiff Marisol Flores’s unopposed Motion for Final Approval of Class Action and
2 PAGA Settlement (“Motion”) in the above-captioned matter came for hearing on March 21,
3 2025, before the Honorable Randall J. Sherman in Department CX105 of the above-entitled
4 Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

5 On November 15, 2024, the Court entered an Order Granting Preliminary Approval of
6 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
7 approving the settlement of the above-entitled action in accordance with the Joint Stipulation of
8 Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in
9 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
10 (Register of Actions No. 48, “Agreement” or “Settlement”), as modified by the Stipulation to
11 Amend Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 2 to the
12 Supplemental Declaration of S. Emi Minne In Support of Plaintiff’s Motion for Preliminary
13 Approval of Class Action and PAGA Settlement (Register of Actions No. 74”) which, together
14 with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

15 Due and adequate notice having been given to all Class Members as required in the
16 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff’s
17 Motion and all documents submitted in support thereof, all papers filed and proceedings had
18 herein, and otherwise being fully informed and good cause appearing therefor, **IT IS HEREBY
19 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

20 1. Pursuant to California law, this Court hereby grants final approval of the
21 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.
22 All terms used herein shall have the same meaning as defined in the Agreement.

23 2. This Court has jurisdiction over the subject matter of this Action and over all
24 Parties to this Action, including all Class Members.

25 3. The Court finds that the requirements of California Code of Civil Procedure
26 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to
27 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the
28 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is

1 hereby defined to include:

2 All current and former hourly-paid, non-exempt employees of Defendant Aspen
3 Medical Products, LLC who were employed by Defendant Aspen Medical
4 Products, LLC in the State of California at any time during the period
commencing on April 21, 2019, and ending on April 7, 2024.

5 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
6 LLP and Benjamin Smith of Smith Law as Class Counsel in the Action.

7 5. The Court concludes that distribution of the Notice directed to the Class
8 Members as set forth in the Agreement and the other matters set forth therein has been
9 completed in conformity with the Preliminary Approval Order and constituted the best notice
10 practicable under the circumstances. The Court concludes that the Administrator, Apex Class
11 Action LLC, took all reasonable and necessary steps to locate and notify each Class Member of
12 the Agreement, as required in the Preliminary Approval Order. The notice given to the Class
13 fully and accurately informed the Class of all material elements of the Settlement and their
14 opportunity to object or comment thereon; was the best notice practicable under the
15 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
16 with the laws of the State of California, Federal Rules of Civil Procedure, the United States
17 Constitution, due process, and other applicable law. The notice fairly and adequately described
18 the Settlement and provided Class Members adequate instructions and a variety of means to
obtain additional information.

19 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
20 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
21 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval Hearing,
22 which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has
23 satisfied the standards and applicable requirements for final approval of this class action
24 settlement under California law, including the provisions of California Code of Civil Procedure
25 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
26 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

27 7. The Court finds that the Settlement is, in all respects, fair, adequate and
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1 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
2 that the Settlement was reached following meaningful informal discovery and investigation by
3 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-
4 length negotiations between the parties; and that the terms of the Settlement are in all respects
5 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
6 presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential
7 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of
8 maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered
9 in the Settlement and the benefit provided to Class Members; the extent of investigation and
10 informal discovery completed; the experience and views of Class Counsel; and the absence of
11 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby
12 directs that the Settlement be affected in accordance with the Agreement and the terms and
conditions set forth in this Judgment.

13 8. A full opportunity has been afforded to Class Members to participate in this
14 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court
15 determines that all Class Members who did not timely and properly request exclusion from the
16 Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

17 9. The Court hereby finds that there have been zero (0) objections to the
18 Agreement. The deadline for Class Members to submit written objections to the Agreement was
19 February 18, 2025. The Court also finds that there were zero (0) objections at the hearing on
20 Final Approval.

21 10. The Court hereby finds that zero (0) Class Members have requested to be
22 excluded from the Settlement. The deadline for Class Members to request to be excluded from
23 the Agreement was February 18, 2025. Accordingly, 66 Participating Class Members are bound
24 by this Judgment.

25 11. Upon entry of this Judgment and remittance of the Gross Settlement Amount and
26 all applicable employer-side payroll taxes by Defendant to the Administrator, Participating
27 Class Members, shall fully release and discharge Released Parties from all claims, rights,
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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 Class Action arising during the Class Period, 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.

12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendant to the Administrator, all PAGA Members, the LWDA, and the State of California shall fully release and discharge the Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff, PAGA Members, and the LWDA or may claim to have, against Released Parties, arising out of the violations alleged in the Action and/or the PAGA Notice during the PAGA Period, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay wages at the regular rate of pay, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802.

13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendant to the Administrator, in consideration for her Class Representative Enhancement

1 Payment, Plaintiff Marisol Flores, for herself only, also fully releases the Released Parties from
2 any and all Released Claims and also generally release and discharge the Released Parties from
3 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind
4 which have been or could have been asserted against the Released Parties arising out of or
5 relating to her employment by Defendant or termination thereof, including but not limited to
6 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
7 wrongful termination of employment. This release specifically includes any and all claims,
8 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
9 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any
10 way connected with the matters referred to herein, whether or not known or suspected to exist,
11 and whether or not specifically or particularly described herein. Plaintiff Marisol Flores has
12 expressly waived all rights and benefits afforded by California Civil Code Section 1542, which
provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
18 DEBTOR OR RELEASED PARTY.

19 This release specifically excludes any claims Plaintiff Marisol Flores has or may have that are
20 not waivable by law, including claims for unemployment insurance, disability, social security,
21 workers compensation, and the right to receive benefits under any retirement plan.

22 14. The Court finds the settlement payments provided for under the Agreement to be
23 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
24 the Court orders Defendant to fund the Gross Settlement Amount of \$315,000.00 within
25 fourteen (14) calendar days of the Effective Date of the Settlement to provide payments for
26 Individual Class Member Payments, Individual PAGA Payments, the Class Representative
27 Enhancement Payment, Class Counsel's Fees and Costs, Settlement Administration Costs, and
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1 PAGA Penalties to the LWDA. The Court further orders Defendant to separately pay any and
2 all employer payroll taxes owed on the wage portion of the Individual Class Payments.
3 Defendant shall fund and the Settlement Administrator shall distribute these amounts in
4 accordance with the terms of the Agreement.

5 15. Pursuant to the terms of the Agreement, and the authorities, evidence and
6 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
7 in the amount of \$105,000.00, and awards reimbursement of costs and expenses incurred by
8 Class Counsel in the amount of \$19,907.89 ~~\$20,107.89~~ from the Gross Settlement Amount.
9 The award of attorneys' fees and costs is the final payment for and complete satisfaction of any
10 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
11 person or entity related to the Action. The Court further orders that the award of attorneys' fees
12 and costs set forth in this Paragraph shall be administered pursuant to the terms of the
13 Agreement. Any allocation of attorneys' fees and costs between and among Class Counsel shall
14 be made by the Administrator pursuant to the separate and independent agreement between
15 Class Counsel.

16 16. The Court hereby approves and orders a Class Representative Enhancement
17 Payment of \$5,000.00 to Plaintiff Marisol Flores from the Gross Settlement Amount in
18 accordance with the terms of the Agreement.

19 17. The Court finds that the settlement of the Released PAGA Claims for
20 \$20,000.00, which is designated and allocated as penalties under the California Labor Code
21 Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby
22 approved. The Court further approves allocation and payment of the PAGA Penalties as
23 follows: \$15,000.00 (75% of \$20,000.00) to the California Labor Workforce Development
24 Agency, and \$5,000.00 (25% of \$20,000.00) to PAGA Members on a *pro rata* basis as set forth
25 in the Agreement. 100% of the amounts distributed to PAGA Members as penalties under
26 PAGA shall be reported on an IRS Form-1099.

27 18. The Court also hereby approves and orders payment from the Gross Settlement
28 Amount for actual settlement administration expenses incurred by the Administrator, Apex

1 Class Action LLC, in the amount of \$6,500.00.

2 19. The Court hereby approves and orders payment of Individual Class Payments
3 from the Net Settlement Amount to the Participating Class Members and payment of Individual
4 PAGA Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement.

5 20. Provided the Settlement becomes effective under the terms of the Agreement, the
6 Court also hereby orders that the Administrator distribute the Individual Class Member
7 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class
8 Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA
9 Penalties to the LWDA within fourteen (14) calendar days of receipt of the Gross Settlement
10 Amount.

11 21. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount that remain un-cashed after one hundred and eighty (180) calendar
13 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
14 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
15 California Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved
16 Employee who did not cash their checks until such time that they claim their property, or the
17 property is otherwise disposed of pursuant to the Unclaimed Property Law.

18 22. Without affecting the finality of this Judgment, the Court shall retain continuing
19 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
20 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
21 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
22 as provided to the contrary herein, any disputes or controversies arising with or with respect to
23 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
24 Court for resolution.

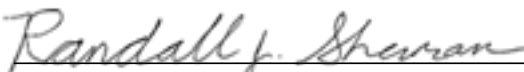
25 23. A post-approval final accounting hearing shall be held on January 9, 2026 at
26 10:00 a.m. in Dept. CX105 of the above-entitled court, located at 751 West Santa Ana
27 Boulevard, Santa Ana, California 92701. Class Counsel shall submit a final compliance status
28 report by no later than 16 days earlier.

1 24. Notice of this Order and Judgment shall be posted by the Administrator, Apex
2 Class Action LLC, on its website for a period of at least sixty (60) days.

3 25. Plaintiff shall file and serve formal Notice of Entry of Judgment with the
4 California Labor and Workforce Development Agency (LWDA).

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6
7 Dated: **March 21, 2025**


Honorable Randall J. Sherman
Judge of the Superior Court