

Edwin Aiwarzian (SBN 232943)
edwin@calljustice.com
Arby Aiwarzian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Elizabeth Parker-Fawley (SBN 301592)
elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

Attorneys for Plaintiff
MATTHEW HURTADO

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

MATTHEW HURTADO, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLASSIC INDUSTRIES CORPORATION,
a California corporation; ORIGINAL
EQUIPMENT REPRODUCTION, INC., a
California corporation; GENERAL
MARKETING CAPITAL, INC., a
California corporation; JML
ENTERPRISES, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2024-01384527-CU-OE-CXC

*Assigned for all purposes to the Honorable
David A. Hoffer, Dept. CX103*

**NOTICE OF ENTRY OF SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: August 25, 2023
FAC Filed: July 9, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE** that on September 3, 2025, the Court in the above-entitled action
3 entered an order granting approval of the Parties' Joint Stipulation of PAGA Settlement and
4 Amendment to Joint Stipulation of PAGA Settlement.

5 A true and correct copy of the Order Granting Approval of PAGA Settlement and Entering
6 Judgment entered by the Court on September 3, 2025, is attached hereto as Exhibit 1.

7
8 Dated: September 5, 2025

PARKER & MINNE, LLP

9
10 By: 

S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1

21693885

Edwin Aiwasian (SBN 232943)
edwin@calljustice.com
Arby Aiwasian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Elizabeth Parker-Fawley (SBN 301592)
elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

Attorneys for Plaintiff
MATTHEW HURTADO

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

MATTHEW HURTADO, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLASSIC INDUSTRIES CORPORATION,
a California corporation; ORIGINAL
EQUIPMENT REPRODUCTION, INC., a
California corporation; GENERAL
MARKETING CAPITAL, INC., a
California corporation; JML
ENTERPRISES, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 03 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Case No.: 30-2024-01384527-CU-OE-CXC

*Assigned for all purposes to the Honorable
David A. Hoffer, Dept. CX105*

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: August 29, 2025

Time: 10:00 a.m.

Dept.: CX103

Reservation No: 74502737

Complaint Filed: March 8, 2024

Trial Date: Not set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Matthew Hurtado's unopposed Motion for Approval of PAGA Settlement ("Motion")
3 in the above-captioned matter came for hearing on August 29, 2025, before the Honorable David A.
4 Hoffer in Department CX103 of the above-entitled Court located at 751 West Santa Ana Boulevard,
5 Santa Ana, California 92701. The Court, having considered Plaintiff's Motion and all documents
6 submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully
7 informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND**
8 **DECREED AS FOLLOWS:**

9 1. Plaintiff's Motion is granted in its entirety.

10 2. The Joint Stipulation of PAGA Settlement, attached as Exhibit 1 to the Declaration of
11 S. Emi Minne in Support of Plaintiff's Motion for Approval PAGA Settlement, and the Amendment
12 to Joint Stipulation of PAGA Settlement attached as Exhibit 2 to the Supplemental Declaration of S.
13 Emi Minne in Support of Plaintiff's Motion for Approval of PAGA Settlement are hereby approved
14 pursuant to Labor Code § 2699(1)(2).¹ The Court finds that the Settlement represents a fair, reasonable,
15 and adequate resolution of the PAGA claims alleged in this Action and fulfills the objectives of the
16 Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA").

17 3. The Agreement is hereby deemed incorporated into this Order and Judgment. All
18 capitalized terms used herein shall have the same meaning as defined in the Agreement.

19 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
20 to this Action, including the Labor and Workforce Development Agency ("LWDA") and the
21 Aggrieved Employees.

22 5. The Court finds that Plaintiff has satisfied the prerequisites under PAGA including, but
23 not limited to, providing notice to the LWDA and Defendants of the specific provisions of the
24 California Labor Code alleged to have been violated and the facts and theories to support the alleged
25 violations, in conformity with California Labor Code § 2699.3(a).

26 6. The Court also finds that the Agreement has been submitted to the LWDA in
27

28 ¹ The Joint Stipulation of PAGA Settlement and Amendment to Joint Stipulation of PAGA Settlement are collectively referred to herein as "Agreement" or "Settlement".

1 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
2 or appear in this Action.

3 7. The Aggrieved Employees covered under the Settlement consist of the following
4 individuals: All current and former non-exempt and/or hourly-paid employees who worked for
5 Defendants in the State of California at any time during the PAGA Period (the "Aggrieved
6 Employees"). The PAGA Period is defined as the period commencing on January 2, 2023, and ending
7 on November 6, 2024.

8 8. The Court designates Phoenix Settlement Administrators ("Settlement Administrator")
9 as the third-party Settlement Administrator for distribution of the Gross Settlement Amount, mailing
10 of the Settlement Cover Letters, and other duties set forth in the Settlement.

11 9. The Court approves, as to form and content, the Settlement Cover Letter attached as
12 **Exhibit A** to this Order and Judgment.

13 10. The Court finds the payments provided for under the Agreement to be fair, just,
14 reasonable, and adequate in light of all of the circumstances.

15 11. Pursuant to the terms of the Agreement, Defendants shall pay the Gross Settlement
16 Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00, the "Gross Settlement
17 Amount"). Defendants are ordered to deposit the Gross Settlement Amount into a Qualified Settlement
18 Fund established by the Settlement Administrator no later than sixty (60) calendar days after entry of
19 this Order and Judgment.

20 12. Within thirty (30) calendar days after entry of this Order and Judgment, Defendants will
21 provide the Settlement Administrator with the Aggrieved Employee List in a readable Microsoft Excel
22 spreadsheet, which shall include the following information for all Aggrieved Employees: (i) full name;
23 (ii) last known home address; (iii) last known telephone number; (iv) social security number; (v) start
24 and end dates of active employment as a non-exempt employee of Defendants within the State of
25 California; (vi) total Eligible Pay Periods during the PAGA Period; and (vii) any other information
26 reasonably required by the Settlement Administrator to effectuate the terms of the Settlement as
27 defined in the Agreement.

28 ///

1 13. Within fourteen (14) calendar days after receipt of the Gross Settlement Amount, the
2 Settlement Administrator shall distribute the Gross Settlement Amount as provided in the Settlement
3 and set forth below:

4 a. Ninety Thousand Dollars and Zero Cents (\$90,000.00) shall be paid to Plaintiff's
5 Counsel, Parker & Minne, LLP and Lawyers for Justice, PC, from the Gross Settlement
6 Amount as payment for any and all attorneys' fees incurred by Plaintiff's Counsel in this
7 Action.

8 b. Ten Thousand Two Hundred Fourteen Dollars and Eighty-Nine Cents (\$10,214.89)
9 shall be paid to Plaintiff's Counsel, Parker & Minne, LLP and Lawyers for Justice, PC,
10 from the Gross Settlement Amount for reimbursement of their reasonable and actual
11 expenses incurred in this Action;

12 c. Three Thousand Dollars and Zero Cents (\$3,000.00) shall be paid to the Settlement
13 Administrator from the Gross Settlement Amount for administration expenses;

14 d. The Net Settlement Amount remaining after the deduction of the Attorneys' Fees and
15 Costs, and Administration Costs (\$196,785.11) shall be designated as civil penalties
16 under PAGA to be distributed to the LWDA and Aggrieved Employees. 75% of the
17 Net Settlement Amount (\$147,588.83) shall be distributed to the LWDA ("LWDA
18 PAGA Payment"). 25% of the PAGA Payment (\$49,196.28) shall be distributed to the
19 Aggrieved Employees on a *pro rata* basis based on the number of Pay Periods worked
20 by each Aggrieved Employee ("Individual PAGA Payments"). The Settlement
21 Administrator shall mail each Aggrieved Employee their Individual PAGA Payment
22 along with the Settlement Cover Letter.

23 14. Any allocation of Attorneys' Fees and Costs between and among Plaintiff's Counsel
24 shall be made by the Settlement Administrator pursuant to the separate and independent agreement
25 between Plaintiff's Counsel.

26 15. All checks payable to Aggrieved Employees shall remain valid and negotiable for one
27 hundred and eighty (180) calendar days from their date of issuance. If any checks are not cashed
28 within one hundred and eighty (180) calendar days of mailing, the funds from such uncashed checks

1 shall be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved
2 Employee to whom the check was issued.

3 16. Upon entry of the complete funding of the Gross Settlement Amount, Plaintiff, on
4 behalf of himself and the LWDA, and Aggrieved Employees will be deemed to have knowingly and
5 voluntarily released and forever discharged the Released Parties from any and all claims for the
6 recovery of civil penalties, attorneys' fees, and costs arising under PAGA that were alleged, or
7 reasonably could have been alleged, based on the factual allegations and claims asserted in the
8 Complaint and the PAGA Notice, including claims under PAGA that are based on alleged violations
9 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
10 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
11 including *inter alia*, IWC Wage Orders 1-2001 and 4-2001. The Release of PAGA Claims is limited
12 to claims arising during the PAGA Period

13 17. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
14 LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this Order
15 and Judgment is required to be provided to Aggrieved Employees.

16 18. Without affecting the finality of this Order and Judgment, the Court shall retain
17 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
18 implementation and enforcement of the terms of the Agreement pursuant to Civil Procedure section
19 664.6. Except as provided to the contrary herein, any disputes or controversies arising with respect to
20 the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to
21 the Court for resolution.

22 19. A post-approval final accounting hearing shall be held on
23 June 7, 2027 at 1:30 pm in CX103 of the above-entitled
24 court, located at 51 West Santa Ana Boulevard, Santa Ana, California 92701. Plaintiff's Counsel shall
25 submit a final compliance status report by no later than _____.

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

27 Dated: 9/3/25

28 David A. Hoffer
Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT A

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc., General Marketing Capital, Inc., and JML Enterprises, LLC employed in the State of California at any time between January 2, 2023 to November 6, 2024November 6, 2024, you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Matthew Hurtado v. Defendants Classic Industries Corporation, et al.*, Orange County Superior Court Case No. 30-2024-01384527-CU-OE-CXC (the “Action”). The Defendants in the Action are Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc., General Marketing Capital, Inc., and JML Enterprises, LLC (“Defendants”). The Action was brought by Plaintiff Matthew Hurtado (“Plaintiff”), a former employee of Defendants, on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former hourly-paid, non-exempt employees who were employed by Defendants in the State of California at any time between January 2, 2023 to November 6, 2024 (the “PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA. Defendants’ employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Action, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On January 2, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that he contends were violated (the “PAGA Notice”). On March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the “Complaint”). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of himself, the State, and all current and former hourly-paid, non-exempt employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). In agreeing to this settlement, Defendants does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendants will pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees (“Aggrieved Employees’ Fund”); (b) Plaintiff’s Counsel’s attorneys’ fees and costs; and (c) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff’s Counsel’s attorneys’ fees and costs, and the reasonable fees and costs of the Settlement Administrator, the remaining money (the “Net Settlement Amount”) will be split between the LWDA and the Aggrieved Employees. The law requires that 75% of the Net Settlement Amount be paid to the LWDA. The remaining 25% of the Net Settlement Amount will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendants.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Fund was divided by the total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: [REDACTED]

Your Individual PAGA Payment is: [REDACTED]

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all Aggrieved Employees will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between January 2, 2023 to November 6, 2024.

The Released Parties include Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc., General Marketing Capital, Inc., and JML Enterprises, 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, and joint venturers.

The Released Claims include any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations and claims asserted in the Complaint and the January 2, 2023 Notice sent by Plaintiff to the LWDA, including failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to keep maintain requisite payroll records, failure to furnish accurate itemized wage statements, and failure to indemnify or reimburse necessary business expenses, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. This release is limited to claims arising during the PAGA Period. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release.

The Settlement does not release any claims for unpaid or underpaid wages. The Settlement is without prejudice to the pursuit of any such claims.

If you have questions, you can call the Settlement Administrator at [REDACTED] or you may contact Plaintiff's attorneys:

S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
LAWYERS for JUSTICE, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.