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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* **AMENDMENT TO JOINT STIPULATION OF PAGA SETTLEMENT** Complaint Filed: August 25, 2023 FAC Filed: July 9, 2024 Trial Date: Not set

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General Marketing Capital, Inc., and JML Enterprises, LLC

AMENDMENT TO JOINT STIPULATION OF PAGA SETTLEMENT

Plaintiff Matthew Hurtado ("Plaintiff"), on his own behalf, on behalf of the State of California, and on behalf of other Aggrieved Employees as defined below and Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc., General Marketing Capital, Inc., and JML Enterprises, LLC ("Defendants") (collectively, "Parties"), by and through their respective counsel of record, HEREBY STIPULATE AND AGREE to amend the Joint Stipulation of PAGA Settlement previously executed by the Parties on or about February 3, 2025 ("Agreement") as follows:

1. Page 6, paragraph 39(a) of the Agreement is hereby amended to state as follows:

> Attorneys' fees of up to 30 percent (30%) of the Gross Settlement Amount, i.e., Ninety Thousand Dollars and Zero Cents ($90,000.00), and reimbursement of litigation costs and expenses not to exceed Twenty Dollars and Zero Cents ($20,000.00) to Plaintiff's Counsel, which Defendants will not contest.

2. Page 3, Paragraph 19 of the Agreement is hereby amended to state as follows:

> "PAGA Period" means the period commencing on January 2, 2023, and ending on November 6, 2024.

3. Page 7, Paragraph 40 of the Agreement is hereby amended to state as follows:

> Escalator Clause. The Gross Settlement Amount is based on Defendants' representation that Aggrieved Employees worked a total of 7,623 pay periods during the period from January 2, 2023 to September 12, 2024 ("Certified Pay Period Count"). Per the original terms of the Agreement, if the final number of Pay Periods during the PAGA Period exceeds 7,623 by more than 10% (i.e., a final count of more than 8,385 Pay Periods), Defendants shall elect to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above the 10% threshold (e.g., if the number of Pay Periods increases by 11% to 8,462 Pay Periods, the Gross Settlement Amount will increase by 1%), or (ii) end the PAGA Period on the date the total Pay Periods exceed the 8,385 Pay Period limit.
>
> Following the Court's June 20, 2025 hearing on Plaintiff's Motion for Approval of PAGA Settlement, Defendants confirmed that the Agreement's escalator clause had been triggered. Consistent with the terms of Agreement, Defendants have elected to end the PAGA Period on November 6, 2024. Defendants certify that: (i) November 6, 2024 is the first date on which the total Pay Periods worked by Aggrieved Employees exceeded the 8,385 Pay Period limit; and (ii) Aggrieved Employees worked a total of 8,398 Pay Periods as of November 6, 2024.

4. Page 11, paragraph 51 of the agreement is hereby amended to state as follows:

> Upon the Effective Date and complete funding of the Gross Settlement Amount by Defendants, and except as to the rights and obligations created by this Agreement,

Plaintiff, on behalf of himself and the LWDA, and Aggrieved Employees will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from any and all claims for the recovery of civil penalties, attorneys' fees, and costs arising under PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations and claims asserted in the Complaint and the PAGA Notice, including claims under PAGA that are based on alleged 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, and Industrial Welfare Commission Wage Orders, including *inter alia*, IWC Wage Orders 1-2001 and 4-2001. The Release of PAGA Claims is limited to claims arising during the PAGA Period.

This foregoing release expressly excludes Plaintiff's individual claims against Released Parties that do not arise under PAGA, including but not limited to, Plaintiff's individual claims for unpaid minimum wages, unpaid overtime wages, meal period violations, rest period violations, failure to timely pay wages upon termination, failure to reimburse business expenses, wage statement violations, and claims for retaliation, harassment, discrimination, and wrongful termination, which are the subject of a separate general release agreement between the Parties.

5. Exhibit 1 to the Settlement Agreement is hereby replaced with the revised Notice Packet attached hereto as Exhibit 1.

IT IS SO STIPULATED.

Dated: August 1, 2025

PARKER & MINNE, LLP

By: [signature]

S. Emi Minne
Attorneys for Plaintiff Matthew Hurtado

Dated: August 1, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: /s/ Eric T. Angel

Jason A. Weiss
Eric T. Angel
Attorneys for Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc., General Marketing Capital, Inc., and JML Enterprises, LLC

EXHIBIT 1

Matthew Hurtado v. Classic Industries Corporation, et al.
Orange County Superior Court Case No. 30-2024-01384527-CU-OE-CXC

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, 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: ___________

Your Individual PAGA Payment is: $__________

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 _____________ or you may contact Plaintiff's attorneys:

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