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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

ANGELICA VELASQUEZ, individually,  
and on behalf of other members of the  
general public similarly situated, and on  
behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
Act;

Plaintiffs,

vs.

GENTEX CORPORATION, an unknown  
business entity; KIMCO STAFFING  
SERVICES, INC., an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2106108

Honorable Joseph T. Ortiz  
Department S17

**CLASS ACTION**

**DECLARATION OF CONNOR TEVENAN  
WITH RESPECT TO NOTICE AND  
SETTLEMENT ADMINISTRATION**

Date: April 10, 2026  
Time: 1:30 p.m.  
Department: S17

Complaint Filed: February 18, 2021  
FAC Filed: June 27, 2025  
Trial Date: None Set

## DECLARATION OF CONNOR TEVENAN

I, Connor Tevenan, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Velasquez v. Gentex Corporation, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the First Amended Class and PAGA Action Settlement and Release Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Settlement of Class and Representative Action* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from February 18, 2017 to August 29, 2022 (“Class Period”) and the number of workweeks that each PAGA Employee worked during the time period from December 14, 2019 to August 29, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the payment to Plaintiff for the Individual General Release Payment, and the payment of the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On November 6, 2025 and November 18, 2025 Phoenix received data files from Defense Counsel that contained information that identified or could be used to identify Settlement Employees, including, without limitation, their last known full names, mailing addresses, phone numbers, e-mail addresses (if known), employee numbers, Social Security Numbers, and the

1 respective number of Workweeks each Class Member was employed during the Class Period, Pay  
2 Periods each PAGA Employee was employed during the PAGA Period, and the Workweeks of each  
3 Class Member during the period February 18, 2017 through May 31, 2022. (collectively,  
4 “Settlement Employee Data”). The final mailing list contained a total of two hundred five (205)  
5 individuals identified as Class Members and/or PAGA Employees.

6 4. On January 6, 2026, Phoenix conducted a National Change of Address (“NCOA”)  
7 search in an attempt to update the Settlement Employee Data of addresses as accurately as possible.  
8 A search of this database provides updated addresses for any individual who has moved in the  
9 previous four (4) years and notified the U.S. Postal Service of their change of address.

10 5. On January 6, 2026, Phoenix mailed the Class Notice via U.S. first class mail to all  
11 two hundred five (205) Class Members and/or PAGA Employees in the Settlement Employee Data.  
12 A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

13 6. As of the date of this declaration, fifteen (15) Class Notices have been returned to  
14 Phoenix. None were returned with a forwarding address. For the fifteen (15) Class Notices returned  
15 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing  
16 address using TransUnion TLOxp, one of the most comprehensive address databases available for  
17 skip tracing. Of the fifteen (15) Class Notices that were skip traced, eleven (11) updated addresses  
18 were obtained and the Class Notice was promptly re-mailed to those Class Members via first class  
19 mail.

20 7. As of the date of this declaration, four (4) Class Notices remain undeliverable since  
21 an updated address could not be obtained via skip trace.

22 8. As of the date of this declaration, Phoenix has received zero (0) Requests for  
23 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was  
24 February 20, 2026, and the extended Response Deadline for those Class Members whose Class Notices  
25 were re-mailed was March 7, 2026.

26 9. As of the date of this declaration, Phoenix has received zero (0) Objections from  
27 Class Members. The deadline for objecting to the Class Settlement was February 20, 2026, and the  
28 extended Response Deadline for those Class Members whose Class Notices were re-mailed was March 7,

1 2026.

2 10. As of the date of this declaration, Phoenix has received zero (0) Workweek and/or  
3 Pay Period disputes from Class Members and/or PAGA Employees. The deadline for submitting a  
4 dispute was February 20, 2026, and the extended Response Deadline for those Class Members whose  
5 Class Notices were re-mailed was March 7, 2026.

6 11. There are one hundred thirty-five (135) Class Members who did not submit timely  
7 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing  
8 100% of the Class. Settlement Class Members have worked a collective total of nineteen thousand  
9 three hundred forty-eight (19,348) Workweeks during the Class Period. Each Workweek is valued  
10 at approximately \$17.09.

11 12. The Escalator Clause of the agreement states that the Gross Settlement Amount will  
12 increase on a *pro rata* percentage basis to the extent that the workweeks during the time from  
13 February 18, 2017 through May 31, 2022 exceeds 18,678. There were 18,463 workweeks from the  
14 time period of February 18, 2017 through May 31, 2022, therefore the Escalator Clause was not  
15 triggered.

16 13. The Net Settlement Amount of \$330,736.58 available to pay Settlement Class  
17 Members was determined by subtracting the requested Class Counsel Attorneys' Fees  
18 (\$280,500.00), requested Class Counsel Costs (\$24,263.42), requested Individual General Release  
19 Payment (\$7,500.00), the PAGA Payment (\$200,000.00), and the requested Settlement  
20 Administration Costs (\$7,000.00) from the Gross Settlement Amount (\$850,000.00).

21 14. Based upon the calculations stipulated in the Settlement, the highest Individual  
22 Settlement Share to be paid is approximately \$4,940.19, the lowest Individual Settlement Share to  
23 be paid is approximately \$34.19, while the average Individual Settlement Share to be paid is  
24 approximately \$2,449.90. Settlement Class Members will be issued payment of their Individual  
25 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with  
26 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual  
27 Settlement Payment").  
28

15. Additionally, \$200,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75%, or \$150,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”) (“LWDA PAGA Penalty Amount”), and 25%, or \$50,000.00, of which shall be paid to all current and former non-exempt direct employees of Gentex Corporation (“Gentex”) who were employed in California and all current and former non-exempt employees of Kimco Staffing Services, Inc. who were assigned to work and who worked for Gentex in California, at any time during the PAGA Period (“PAGA Employees”) (“PAGA Employee Payment”). There are one hundred sixty-five (165) PAGA Employees who worked a total of eleven thousand five hundred nineteen (11,519) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$621.31, and the average Individual PAGA Payment to be paid is approximately \$303.03.

16. Pursuant to the Settlement, Defendant Gentex has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are \$7,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 16th day of March 2026, at Orange, California.

Connor Tevenan

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CONNOR TEVENAN

## **Exhibit A**

**NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION****Angelica Velasquez v. Gentex Corporation, et seq.**

Superior Court of the State of California, County of San Bernardino  
Case No. CIVSB2106108

**Angelica Velasquez v. Gentex Corporation and Kimco Staffing Services, Inc., et al.**

Superior Court of the State of California, County of San Bernardino  
Case No. CIVSB2106091

**To: all current and former non-exempt direct employees of Gentex Corporation who were employed in California at any time between February 18, 2017 and August 29, 2022; and**

**To: all current and former non-exempt direct employees of Gentex who were employed in California and all current and former non-exempt employees of Kimco Staffing Services, Inc. who were assigned to work and who worked for Gentex Corporation in California at any time between December 14, 2019 and August 29, 2022:**

THIS NOTICE is of a proposed settlement of a class action lawsuit, and a representative action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in these actions. The Court will conduct a hearing on **March 26, 2026 at 1:30pm**, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this settlement contained in the Settlement Agreement.

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

*However, your legal rights are affected whether you act or do not act.*

«First\_Name» «Last\_Name»

You have been identified as a Class Member and/or a PAGA Employee in the above lawsuit(s) against Defendants, Gentex Corporation (“Gentex”) and Kimco Staffing Services, Inc. (“Kimco”) (collectively, “Defendants”). Under the terms of the proposed settlement, you are estimated to receive approximately «ESA\_Before\_Paga» as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of eligible Workweeks you were employed by Gentex Corporation in California between February 18, 2017 and August 29, 2022 (the “Class Period”); and/or the number of eligible Pay Periods you were directly employed by Gentex in California; or employed by Kimco and assigned to work and worked at Gentex Corporation in California between December 14, 2019 and August 29, 2022 (the “PAGA Period”). Your options and eligibility requirements for receiving payments are described below.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                           | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section IV.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>EXCLUDE YOURSELF FROM SETTLEMENT OF THE CLASS CLAIMS</b> | If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by <b>February 20, 2026</b> (see Section V for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will: (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV subject to applicable statutes of limitations; and (2) be barred from filing an objection to the settlement. If eligible, you will still receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties. |
| <b>OBJECT TO THE SETTLEMENT OF THE CLASS CLAIMS</b>         | If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by <b>February 20, 2026</b> (see Section V for more details on how to object).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>DISPUTE YOUR NUMBER OF PAY PERIODS CREDITED</b>          | If you believe that your number of Workweeks and/or Pay Periods that you are credited with working during the Class Period or PAGA Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited pay periods). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Workweek(s) and/or Pay Period(s) calculation is inaccurate.                                                                                                                                                                                                                                                                                                                                                                                                                         |

## BASIC INFORMATION

### I. Why did I get this notice packet?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Velasquez v. Gentex Corporation*, San Bernardino Superior Court Case No. CIVSB2106108 (the “Class Action”) and in *Velasquez v. Gentex Corporation and Kimco Staffing Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2106091 (the “PAGA Action”) (collectively, the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You received this notice because Defendants’ records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point during the Class Period and/or PAGA Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

**NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:** If you were employed by Gentex as a non-exempt direct employee in California at any time during the Class Period and/or PAGA Period and/or employed by Kimco as a non-exempt employee and assigned to work and worked for Gentex in California during the PAGA Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Action and the Settlement.

### II. What is this lawsuit about?

On February 28, 2021, Plaintiff and Class Representative, Angelica Velasquez, through her attorneys (“Class Counsel”), filed the Class Action complaint against Gentex, for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by Gentex in California at any time since February 28, 2017. On February 28, 2021, Plaintiff and Representative, Angelica Velasquez, through Class Counsel, also filed the PAGA Action complaint against Gentex and Kimco for alleged wage and hour violations on behalf of all current and former non-exempt employees who worked for or were assigned to work at Gentex in California at any time since December 14, 2019.

The Class Action alleges that Gentex violated various Labor Code sections by failing to pay overtime, failing to provide all required meal and rest breaks, failing to pay minimum wage, failing to timely pay wages during employment and upon termination, failing to provide accurate and complete wage statements, failing to keep requisite payroll records, failing to reimburse business expenses, and engaging in unfair and unlawful competition during the Class Period. All of these claims are called the “Class Claims.” The PAGA Action also sought, on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is December 14, 2019, and August 29, 2022. On June 27, 2025, Plaintiff filed a Consolidated Complaint in the Action that combines the Class Claims and PAGA Claims alleged in the Class Action and PAGA Action, respectively, as against Defendants, and adds Kimco as a Defendant to the Consolidated Complaint.

Defendants have denied, and continue to deny, the factual and legal allegations in the Action and believe that they have valid defenses to Plaintiff’s Class Claims and PAGA Claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class action and representative action. Defendants have agreed to settle the Action as part of a compromise with Plaintiff and the employees she represents.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Action on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendants, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by Defendants, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation.** Further, Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member and/or PAGA Employee because of the Class Member’s and/or PAGA Employee’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

### III. Who are the Class Members' attorneys?

#### **Attorneys for the Class Members:**

Arby Aiwazian, Esq.  
 Joanna Ghosh, Esq.  
 Vartan Madoyan, Esq.  
 Helene Mayer, Esq.  
 LAWYERS *for* JUSTICE, PC  
 450 North Brand Blvd., Suite 900  
 Glendale, California 91203  
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### IV. What are the terms of the Settlement?

On October 10, 2025, the Court certified a class, for settlement purposes only, of all current and former non-exempt direct employees of Gentex who were employed in California at any time during the Class Period (the "Class") and approved a representative class of all current and former non-exempt direct employees of Gentex who were employed in California and all current and former non-exempt employees of Kimco who were assigned to work and who worked for Gentex in California at any time during the PAGA Period ("PAGA Employees"). Individuals who do not opt out of the Class, pursuant to the procedures set forth in this Notice, will become "Participating Class Members" and will be mailed Settlement checks, and in exchange will be bound by the Settlement and release of certain wage and hour claims against Gentex.

Without admitting any wrongdoing, Defendants have agreed to pay \$850,000 (the "Gross Settlement Amount") to fully resolve all claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

**Settlement Administration Expenses.** The Court has approved Phoenix Settlement Administrators ("Phoenix") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$10,000 will be paid from the Gross Settlement Amount to pay the Settlement Administration Expenses.

**Penalties to the California Labor Workforce and Development Agency.** The Private Attorneys General Act ("PAGA") authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other PAGA Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$200,000 of the Gross Settlement Amount will be allocated to Plaintiff's PAGA Claims. Of this amount, \$150,000 will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining \$50,000 will be divided between all PAGA Employees based on the number of Pay Periods worked during the PAGA Period, regardless of their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to PAGA. PAGA Employees include all current and former non-exempt direct employees of Gentex who were employed in California; and all current and former non-exempt employees of Kimco who were assigned to work and who worked for Gentex in California at any time during the PAGA Period. Review the information below to determine if you are an PAGA Employee and eligible to receive a share of the \$50,000 allocation:

| Do you Qualify as a PAGA Employee? | Pay Periods Worked as a PAGA Employee | Your Share of PAGA Penalties |
|------------------------------------|---------------------------------------|------------------------------|
| «PAGA_YesNO»                       | «Total_Pay_Periods»                   | «PAGA_Amount»                |

**Attorneys' Fees and Costs.** Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of \$297,500.00 from the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$30,000 for the costs Class Counsel incurred in connection with the Action.

**Plaintiff's Service Award and Individual General Release Payment.** The Court has approved \$7,500 to be paid to the Plaintiff in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendants, in addition to Plaintiff's share of the Class Settlement Payment and the PAGA Employee Payment.

**Calculation of Class Settlement Payments to Class Members.** After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$305,000.00. Class Settlement Payments to Participating Class Members

will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member is credited with during the Class Period. A Participating Class Member is credited with one Workweek, which Gentex will calculate in a manner that credits one full Workweek for any week in which the Class Member was employed at least one day during the Class Period. Specific calculations of Class Settlement Payments will be made as follows: the Settlement Administrator will divide the individual Participating Class Member's Workweeks by the total of all Workweeks for all Participating Class Members during the Class Period. The Settlement Administrator will then multiply the resulting fraction by the Net Settlement Amount to arrive at the individual Participating Class Member's Class Settlement Payment, prior to legal deductions/withholdings, for each Participating Class Member. If any Class Member opts-out of the Settlement, his/her Class Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

| Do you Qualify as a Class Member? | Workweeks Worked as a Class Member During the Class Period | Your Estimated Share of the Net Settlement Amount |
|-----------------------------------|------------------------------------------------------------|---------------------------------------------------|
| «Class_YesNO»                     | «Total_Weeks»                                              | «ESA_Before_Paga»                                 |

**Disputes to Workweeks Credited.** For each Class Member, the Workweeks employed at Gentex during the Class Period will be calculated from Gentex's records. If you disagree with the number reported above, you may submit evidence to the Settlement Administrator on or before **February 20, 2026**, with documentation to establish the number of Workweeks you claim to have actually been employed by Gentex in California during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

**Payments to Class Members.** After the Court grants Final Approval of the Settlement and after Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those PAGA Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. Participating Class Members and PAGA Employees will have 180 calendar days after mailing by the Settlement Administrator to cash all of the checks. In the event that any Participating Class Member or PAGA Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member or PAGA Employee, so that the Participating Class Member or PAGA Employee can attempt to collect the funds at a later date.

**Allocation and Taxes.** One third (1/3) of the Class Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). One third (1/3) will be considered and reported as interest and one third (1/3) will be considered and reported as penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and PAGA Employees are responsible for the proper income tax treatment of the Class Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Class Settlement Payments or payments for PAGA Claims. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Class Settlement Payments or payments for PAGA Claims. Accordingly, Participating Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

**Release of Class Claims.** Once the Court approves the proposed Settlement and enters Judgment, and Defendants fund the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement and will bar them from bringing the Class Claims against Gentex. Specifically, the Participating Class Members will fully release and discharge Gentex and Gentex's affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives, and/or principals thereof of any and all claims, demands, rights, liabilities, and causes of action under any federal, state, or local law or statute that have been or could have been asserted in the instant Action based on the allegations in the operative Consolidated Complaint in the Action arising during the Class Period, including but not limited to, claims for: (1) violation of California Labor Code §§ 510, 1194 and 1198 (Unpaid Overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal 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, 201.3, 202 and 227.3 (Final Wages Not Timely Paid); (6) violation of California Labor Code §§ 203.1, 204, 218.6 and 223 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code §§ 226(a) and 226.3 (Non-Compliant Wage Statements); (8) violation of California Labor Code § 1174(c)-(d) (Failure To Keep Requisite Payroll Records); (9) violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and all other sections of the California Labor Code and Industrial Welfare Commission Wage Orders that pertain to unreimbursed business expenses; and (10) violation of California Business and Professions Code §§ 17200,

*et seq.* The time period of the Released Class Claims shall be for the Class Period. These released claims and damages are hereinafter referred to as “Released Class Claims.”

**Release of PAGA Claims.** Also upon the Court’s approval of the Settlement, entry of Judgment, and Defendants’ funding of the Settlement Amount, the Settlement Agreement will bind Plaintiff, on behalf of the LWDA and PAGA Employees, and will bar them from bringing PAGA claims against Defendants and Defendants’ affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives, and/or principals thereof of any and all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that have been or could have been asserted against the Released Parties, on behalf of the State of California with respect to PAGA Employees; and the PAGA Employees, based on the facts stated in Plaintiff’s Consolidated Complaint and in the LWDA Notice arising during the PAGA Period, including all PAGA Claims seeking civil penalties for: (1) violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods); (3) violation of California Labor Code § 226.7 (Failure to Provide Rest Periods); (4) violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wages); (5) violation of California Labor Code §§ 201, 201.3, 202, 203, and 227.3 (Failure to Pay Wages Upon Termination); (6) violation of California Labor Code §§ 203.1, 204, 218.6, and 223 (Failure to Timely Pay During Employment); (7) violation of California Labor Code §§ 226(a) and 226.3 (Failure to Provide Complete and Accurate Wage Statements); (8) violation of California Labor Code § 1174(c)-(d) (Failure to Keep Complete and Accurate Payroll Records); and (9) violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses and Costs), and all other sections of the California Labor Code and Industrial Welfare Commission Wage Orders that pertain to unreimbursed business expenses. The time period for the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not release any potential claims for wages. These released claims and damages are hereinafter referred to as “Released PAGA Claims.”

**Waiver of Labor Code Section 206.5(e).** Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action and PAGA Action are disputed, and that the Class Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement Payments. That section provides in pertinent part as follows:

**“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”**

**Conditions of Settlement.** This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### **V. What options do I have?**

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Workweeks credited to you, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Gentex, who will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Class Claims in the Settlement.** If you **do not** wish to take part in the release of the Released Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion” from the Class Claims on a letter/card postmarked no later than **February 20, 2026**, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should clearly confirm your desire to be excluded by stating something to the effect of:

**“I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE GENTEX LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”**

Send the Request for Exclusion directly to the Settlement Administrator, Settlement Administrator, P.O. Box 7208, Orange, CA 92863, **postmarked no later than February 20, 2026**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Released Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Released Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Released Class Claims. You still will be bound by this Settlement with respect to the release of the Released PAGA Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Released Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by

the terms of the Settlement. If you wish to object to the Released Class Claims portion of the Settlement, you must submit a written objection stating your full name, address, telephone number, last four digits of your Social Security number or your date of birth, and signature, dates of employment at Gentex, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, Settlement Administrator, P.O. Box 7208, Orange, CA 92863, **by no later than February 20, 2026**. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. **You need not object to the Settlement if you only dispute the number of Workweeks have been credited for.**

If you choose to object to the Released Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for **March 26, 2026 at 1:30pm** in Department S-17 of the San Bernardino Superior Court, San Bernardino Justice Center located at 247 W 3rd St, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **February 20, 2026**. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

#### **VI. What is the effect of the settlement?**

Released Rights and Claims. The Settlement is intended to settle all claims against Gentex Corporation and Kimco Staffing Services, Inc., and their affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives, and/or principals thereof (“Released Parties”) that were asserted or could have been asserted in the Action regarding the alleged violations of wage and hour laws. If you were a direct employee of Gentex employed in California at any time during the Class Period and do not elect to exclude yourself from the Class, you will be deemed to have entered into this Release and to have released the above-described Released Class Claims. All PAGA Employees will be deemed to have entered into a release of the above-described Released PAGA Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the lawsuits may continue and the releases will not take effect.

#### **VII. What is the next step?**

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs and the Service Award and Individual General Release Payment to Plaintiff on **March 26, 2026 at 1:30pm** in Department S-17 of the San Bernardino Superior Court, San Bernardino Justice Center, located at 247 W 3rd St, San Bernardino, CA 92415.

**You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

#### **VIII. How can I get additional information?**

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court’s files and the First Amended Class and PAGA Action Settlement and Release Agreement at the Office of the Clerk, San Bernardino Superior Court, Civil Complex Center, located at 247 W 3rd St, San Bernardino, CA 92415, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

#### **IX. Reminder as to time limits.**

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is **February 20, 2026**. The deadline for mailing an objection to the Settlement Administrator is **February 20, 2026**. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT  
FOR INFORMATION ABOUT THIS SETTLEMENT**

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |            |
|-----------------------|------------|
| Class Members         | 135        |
| Opt Out Rate          | 0%         |
| Opt Outs Received     | 0          |
| Total Class Claimants | 135        |
| Subtotal Admin Only   | \$7,912.55 |

|                    |                   |
|--------------------|-------------------|
| <b>TOTAL COSTS</b> | <b>\$7,000.00</b> |
|--------------------|-------------------|

|                  |
|------------------|
| <b>Fixed Fee</b> |
|------------------|

March 11, 2026

## Case: Velasquez v. Gentex Corporation

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$100.00 | 3           | \$300.00           |
| Programming Database & Setup | \$100.00 | 3           | \$300.00           |
| Toll Free Setup*             | \$140.00 | 1           | \$140.00           |
| Call Center & Long Distance  | \$2.00   | 14          | \$27.00            |
| NCOA (USPS)                  | \$0.15   | 135         | \$20.25            |
| Total                        |          |             | \$787.25           |

### Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

| Project Action                  | Rate     | Hours/Units | Line Item Estimate |
|---------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting        | \$105.00 | 3           | \$315.00           |
| Data Merge & Duplication Scrub  | \$0.15   | 135         | \$20.25            |
| Notice Packet & Opt-Out Form    | \$0.95   | 135         | \$128.25           |
| Estimated Postage (up to 1 oz.) | \$0.60   | 135         | \$81.00            |
| Language Translation            | \$0.30   | 3,261       | \$978.30           |
| Total                           |          |             | \$1,522.80         |

### Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$55.00 | 3           | \$165.00           |
| Skip Tracing Undeliverables | \$1.00  | 0           | \$0.00             |
| Remail Notice Packets       | \$0.95  | 0           | \$0.00             |
| Estimated Postage           | \$0.60  | 0           | \$0.00             |
| Programing Undeliverables   | \$50.00 | 1           | \$50.00            |
| Total                       |         |             | \$215.00           |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$100.00 | 3           | \$300.00           |
| Non Opt-Out Processing              | \$200.00 | 1           | \$200.00           |
| Case Associate                      | \$55.00  | 3           | \$165.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$5.00   | 0           | \$0.00             |
| Case Manager                        | \$85.00  | 3           | \$255.00           |
| Total                               |          |             | \$920.00           |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$100.00 | 3           | \$300.00           |
| Disbursement Review                                                      | \$100.00 | 3           | \$300.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Fees, Bank Account & EIN                                             | \$75.00  | 3           | \$225.00           |
| Check Run Setup & Printing                                               | \$100.00 | 3           | \$300.00           |
| Mail Class Checks, W2 and 1099 *                                         | \$1.00   | 135         | \$135.00           |
| Estimated Postage Checks, W2 and 1099                                    | \$0.50   | 135         | \$67.50            |
| Total                                                                    |          |             | \$1,517.50         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |            |             |                    |
|----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action:                                                                              | Rate       | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$100.00   | 3           | \$300.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 40          | \$60.00            |
| Case Associate                                                                               | \$55.00    | 2           | \$110.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00    | 3           | \$255.00           |
| Conclusion Reports                                                                           | \$115.00   | 2           | \$230.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$115.00   | 1           | \$115.00           |
| Uncashed Check Notice Postcard<br>(Postage Included)                                         | \$1.50     | 40          | \$60.00            |
| Uncashed Check QSF Tax Filing                                                                | \$150.00   | 3           | \$450.00           |
| IRS & QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                           | \$1,200.00 | 1           | \$1,200.00         |
| Total                                                                                        |            |             | \$2,950.00         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Total: \$7,912.55**