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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 Attorney 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

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

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

1 This matter has come before the Honorable Joseph T. Ortiz, in Department S17 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 April 10, 2026 at 1:30 p.m., on Plaintiff Angelica Velasquez’s (“Plaintiff”) Motion for Final
4 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Individual
5 General Release Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on
6 behalf of Plaintiff and the Class, Morgan Lewis & Bockius LLP appeared on behalf of
7 Defendant Gentex Corporation (“Gentex”) and Pettit Kohn Ingrassia Lutz & Dolin PC appeared
8 on behalf of Kimco Staffing Services, Inc. (“Kimco”) (collectively with Gentex, “Defendants”).

9 On October 10, 2025, the Court entered the Order Granting Preliminary Approval of
10 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
11 approving the settlement of the above-entitled action in accordance with the First Amended
12 Class and PAGA Action Settlement and Release Agreement (“Settlement,” “Agreement,” or
13 “Settlement Agreement”), which, together with the exhibits attached thereto set forth the terms
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. The Motion for Final Approval is granted in its entirety.
19 2. This Final Approval Order and Judgment incorporates by reference the
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
21 terms used, but not defined, herein shall have the same meanings as in the Settlement
22 Agreement and Preliminary Approval Order.

23 3. Unless otherwise specified, all citations and references to the Private Attorneys
24 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version
25 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
26 not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1),
27 as amended, because the notice to the Labor and Workforce Development Agency (“LWDA”)
28 was filed prior to June 19, 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
3 Action as it pertains to the Action and the claims asserted in the Action.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all current and former non-exempt direct employees of
9 Gentex Corporation who were employed in California at any time during the Class Period,
10 meaning the time period beginning February 18, 2017 and ending August 29, 2022 (“Class” or
11 “Class Members”).

12 6. The aggrieved employees for purposes of the settlement of the PAGA Claims are
13 hereby defined to consist of the following individuals: all current and former non-exempt direct
14 employees of Gentex who were employed in California and all current and former non-exempt
15 employees of Kimco who were assigned to work and who worked for Gentex in California, at
16 any time during the PAGA Period, meaning the time period beginning December 14, 2019 and
17 ending August 29, 2022 (“PAGA Employees”).

18 7. The Court finds that the Court-approved Notice of Settlement of Class and
19 Representative Action (“Class Notice”) that was provided to the Class Members, fully and
20 accurately informed the Class Members of all material elements of the Settlement, of their
21 opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to
22 seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under
23 the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
24 fully with the laws of the State of California, the United States Constitution, due process and
25 other applicable law. The Class Notice fairly and adequately described the Settlement and
26 provided the Class Members with adequate instructions and a variety of means to obtain
27 additional information.

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1 8. Pursuant to California law, the Court hereby grants final approval to the
2 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
3 Class as a whole. More specifically, the Court finds that the Settlement was reached following
4 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
5 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
6 arms-length negotiations between the parties. In so finding, the Court has considered all of the
7 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
8 expense, and complexity of pursuing the claims presented; the likely duration of further
9 litigation; the amount offered in the Settlement; the extent of investigation and discovery
10 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
11 including the monetary allocations and payments, appear within the range of reasonableness,
12 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
13 against the probable outcome of further litigation relating to certification, liability, and damages
14 issues. The Court has further considered the absence of any objections by the Class Members to
15 the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in
16 accordance with the Settlement Agreement and the following terms and conditions.

17 9. A full opportunity has been afforded to the Class Members to participate in the
18 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
19 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
20 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
21 Members who did not submit a timely and valid Request for Exclusion from the Class
22 Settlement (“Participating Class Members”) are bound by the Class Settlement and by this Final
23 Approval Order and Judgment, and thereby, as of the Effective Date shall fully, finally, and
24 forever release all Released Parties from the Released Class Claims.

25 10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,
26 including, and not limited to, providing the LWDA and Defendants with notice of the specific
27 provisions of the California Labor Code alleged to have been violated, including, and not
28 limited to, the facts and theories to support the alleged violations, in conformity with California

1 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been
2 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to
3 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the settlement
4 of the PAGA Claims and the allocation of \$200,000.00 toward civil penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Payment”), and the Court finds that
6 they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator
7 shall distribute the PAGA Payment as follows: the amount of \$150,000.00 to the LWDA
8 (“LWDA PAGA Penalty Amount”), and the amount of \$50,000.00 to the PAGA Employees
9 (“PAGA Employee Payment), in accordance with the terms and methodology set forth in the
10 Agreement.

11 11. The Court determines that, Plaintiff, the State of California (with respect to
12 PAGA Employees), and all PAGA Employees, are bound by the terms of the settlement of the
13 PAGA Claims and this Final Approval Order and Judgment, and thereby, as of the Effective
14 Date shall fully, finally, and forever release all Released Parties from the Released PAGA
15 Claims.

16 12. The Court hereby directs that the Settlement be affected in accordance with the
17 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
18 herein.

19 13. The Court finds that payment of Settlement Administration Expenses in the
20 amount of \$7,000.00 to Phoenix Class Action Administration Solutions (“Phoenix” or
21 “Settlement Administrator”), is appropriate for the services performed and costs incurred and to
22 be incurred for the notice and settlement administration process, and is hereby approved. It is
23 hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of
24 \$7,000.00, in accordance with the terms and methodology set forth in the Settlement
25 Agreement.

26 14. The Court finds that Plaintiff’s Individual General Release Payment in the
27 amount of \$7,500.00 to Plaintiff Angelica Velasquez is fair and reasonable, and hereby
28 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of

1 \$7,500.00 to Plaintiff Angelica Velasquez for her Individual General Release Payment,
2 according to the terms set forth in the Settlement Agreement.

3 15. The Court determines that, Plaintiff is bound by this Final Approval Order and
4 Judgment, and thereby, as of the Effective Date shall fully, finally, and forever release all
5 Released Parties from the Released Class Claims, Released PAGA Claims and Plaintiff's
6 Released Claims.

7 16. The Court finds that attorneys' fees in the amount of \$280,500.00 to Class
8 Counsel falls within the range of reasonableness and that the results achieved justify the award
9 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
10 payment in the amount of \$280,500.00 to Class Counsel for attorneys' fees, in accordance with
11 the terms and methodology set forth in the Settlement Agreement.

12 17. The Court finds that reimbursement of litigation costs and expenses in the
13 amount of \$24,263.42 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
14 that the Settlement Administrator issue payment in the amount of \$24,263.42 to Class Counsel
15 for reimbursement of litigation costs and expenses, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 18. It is hereby ordered that within fifteen (15) court days after the Effective Date,
18 Defendants shall deposit the Gross Settlement Amount of \$850,000.00 and the employer's share
19 of payroll taxes and contributions with respect to the wage portion of Class Settlement
20 Payments into an account established by the Settlement Administrator, in accordance with the
21 terms and methodology set forth in the Settlement Agreement.

22 19. It is hereby ordered that within seven (7) court days following the funding of the
23 Gross Settlement Amount, the Settlement Administrator will issue payments due under the
24 Settlement and approved by the Court as follows: (a) Class Settlement Payment to Participating
25 Class Members, (b) PAGA Employee Payments to PAGA Employees, (c) LWDA PAGA
26 Penalty Amount to the LWDA, (d) Individual General Release Payment to Plaintiff, (e)
27 Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Expenses to the
28 Settlement Administrator, in accordance with terms and methodology set forth in the Settlement

1 Agreement.

2 20. Each check issued to a Participating Settlement Employee for his or her Class
3 Settlement Payment and/or PAGA Employee Payment shall be valid for a period of one
4 hundred eighty (180) calendar days from the date of mailing of the check by the Settlement
5 Administrator, and after this time period, the check(s) shall be voided and a stop payment
6 issued. The leftover funds associated with checks issued to Participating Settlement Employees,
7 after the checks have been voided, shall be transmitted to the California State Controller's
8 Office in the name of the Participating Settlement Employee. All Participating Settlement
9 Employees shall be bound by the terms and conditions of the Settlement regardless of whether
10 or not they cash or otherwise negotiate their checks.

11 21. This Final Approval Order and Judgment is intended to be a final disposition in
12 its entirety of the Action. Without affecting the finality of this Final Approval Order and
13 Judgment in any way, after entry of this Final Approval Order and Judgment, pursuant to
14 California Rules of Court, Rule 3.769(h) and the Settlement Agreement, the Court shall retain
15 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement,
16 Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve
17 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
18 dispute arising from or in connection with the distribution of settlement benefits.

19 22. The Parties will bear their own costs and attorneys' fees except as otherwise
20 provided by this Court's Order awarding Class Counsels' award for Attorneys' Fees and Costs.

21 23. Individualized notice of this Final Approval Order and Judgment is not required.
22 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
23 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
24 date of entry of this Final Approval Order and Judgment.

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1 24. A Final Compliance Hearing is set for _____
2 at _____ a.m./p.m. in Department S17. Class Counsel shall submit the Settlement
3 Administrator's accounting report regarding the status of the funding and disbursement of the
4 Settlement at least five (5) court days prior to the Final Compliance Hearing.

5 **IT IS SO ORDERED.**

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7 DATE: _____

The Honorable Joseph T. Ortiz
Judge of the San Bernardino County Superior
Court of California