

1 This Amended Joint Stipulation of Class Action and PAGA Settlement and Release
2 (“Stipulation of Settlement”) is made and entered into by and between Plaintiff MICHELLE
3 VELASQUEZ (“Plaintiff”) on the one hand (on behalf of herself and all other similarly situated
4 former and current employees of Defendants, as set forth herein), and THE TOX
5 CORPORATION, THE TOX HOLDINGS CORPORATION, and THE TOX LA MELROSE
6 PLACE, LLC (collectively, “Defendants”) on the other hand. Plaintiff and Defendants are
7 collectively referred to as the “Parties.”

8 Procedurally, the Parties attended a full-day Mediation on October 30, 2023, via Zoom.
9 With the assistance of Mediator Deborah Crandall Saxe, the Parties reached the following
10 binding Settlement to globally resolve all class and representative wage and hour claims asserted
11 in the operative Complaint in the Action.

12 This Stipulation of Settlement shall be binding on Plaintiff and those persons she seeks
13 to represent, and on Defendants and their past, current and future owners, parent companies,
14 subsidiaries, divisions, related or affiliated companies, including but not limited to, their past,
15 current and future owners, shareholders, officers, directors, fiduciaries, members, supervisory
16 committee members, volunteers, managers, employees, agents, attorneys, insurers, successors
17 and assigns, and any individual or entity who could be jointly and severally liable with any of
18 the foregoing, and their respective counsel, subject to the terms and conditions hereof and the
19 Court’s approval. The Stipulation of Settlement is also sometimes hereinafter referred to as
20 simply the “Settlement.”

21 **THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS FOR**
22 **SETTLEMENT PURPOSES ONLY:**

23 1. On March 13, 2023, Plaintiff filed a Class Action Complaint in the Los Angeles
24 County Superior Court on behalf of herself and “[a]ll non-exempt employees who worked for
25 Defendants in California from March 13, 2019, through the date of certification or judgement,
26 whichever is earlier.” Case No. 23STCV05507 (“Action”). The Complaint alleged claims under
27 the California Labor Code for meal period violations, rest period violations, overtime violations,
28 minimum wage violations, wage statement penalties, and violation of the Unfair Competition
Law.

1 2. On February 27, 2023, prior to the filing of her Complaint, Plaintiff sent a PAGA
2 notice letter by certified mail to Defendants and uploaded the PAGA letter to Labor and
3 Workforce Development Agency (“LWDA”) website. Plaintiff did not receive a written notice
4 from the LWDA that it intended to investigate any of the claims outlined in the PAGA notice
5 letter and, as a result, Plaintiff was authorized to act as Private Attorneys General as of May 2,
6 2023, to negotiate and resolve any PAGA claims of the representative class on behalf of the
7 LWDA.

8 3. On June 17, 2023, Plaintiff filed the First Amended Complaint. The Amended
9 Complaint alleged PAGA representative claims for overtime violations, meal break violations,
10 rest break violations, work expenditure violations, wage statement violations, and waiting time
11 violations.

12 4. The PAGA Period runs from May 13, 2022 to the date of preliminary approval
13 of this Settlement (“PAGA Period”).

14 5. The “PAGA Members” include all individuals who worked for Defendants as
15 non-exempt employees in California at any time between May 13, 2022 through the date the
16 Court enters a preliminary approval order for this Settlement.

17 6. For purposes of this Settlement, the “Settlement Class” shall consist of: all
18 individuals who worked for Defendants, or either of them, as non-exempt employees in
19 California at any time between March 13, 2019, and the earlier of January 30, 2024, and the date
20 of preliminary approval of this Settlement (the “Class Period”). The Settlement Class, however,
21 shall not include any person who submits a timely and valid Request for Exclusion as provided
22 for in this Stipulation of Settlement below.

23 7. The “Class” or “Class Members” includes all current and former non-exempt,
24 employees of Defendants who worked in California during the time periods listed in Paragraph
25 6, above.

26 8. Plaintiff’s First Amended Complaint alleges claims on behalf of the putative
27 class and PAGA representative class for: (1) meal period violations or failure to pay
28 compensation in lieu thereof; (2) rest period violations or failure to pay compensation in lieu
thereof; (3) failure to pay overtime wages at the correct regular rate of pay; (4) minimum wage

1 violations related to alleged-off-the-clock work; (5) failure to issue accurate wage statements;
2 (6) violations of Unfair Competition Law; and (7) violations of PAGA. The First Amended
3 Complaint seeks to recover premium pay at the correct regular rate of pay, payment of overtime
4 at the correct regular rate of pay, payment for all of the clock work, wage statement penalties,
5 restitution of unpaid wages and premium pay, PAGA penalties, attorneys' fees and costs,
6 interest, liquidated damages, and other relief.

7 9. Defendants adamantly deny all material allegations set forth in First Amended
8 Complaint filed in the Action, as well as the February 27, 2023, PAGA notice letter sent to the
9 LWDA.

10 10. Plaintiff has not filed a motion for class certification in this Action.

11 11. This Action has been actively litigated. There have been on-going investigations,
12 informal discovery, and exchange of documentation and information between the Parties.

13 12. For the sole purpose of settling the Action, the Parties stipulate and agree that the
14 requisites for establishing class certification with respect to the Class Members have been met
15 and are met. More specifically, the Parties stipulate and agree for the purpose of settling the
16 Action that:

17 a. The Settlement Class is ascertainable and so numerous as to make it
18 impracticable to join all Class Members and/or all PAGA Members.

19 b. There are common questions of law and fact including, but not limited to, the
20 following:

21 i. Whether Defendants did not pay overtime at the correct regular rate of
22 pay in violation of Labor code sections 510 and 1194;

23 ii. Whether Defendants violated Labor Code section 512 and Wage Order 4
24 by not providing meal breaks;

25 iii. Whether Defendants violated Labor Code section 512 and Wage Order 4
26 by not providing rest breaks;

27 iv. Whether Defendants violated Labor Code section 226 by providing
28 inaccurate wage statements;

v. Whether Defendants violated Labor Code section 226.7 by not paying

1 premium pay for missed meal and rest breaks;

2 vi. Whether Defendants did not pay for time that was performed off the clock
3 in violation of Labor Code section 1194;

4 vii. Whether Defendants engaged in unfair competition; and

5 viii. The amount of damages, wages, and penalties owed.

6 c. Plaintiff believes her claims are typical of the claims of the members of the
7 Settlement Class.

8 d. Plaintiff believes she will fairly and adequately protect the interests of the
9 Settlement Class, and that Adam Rose and Manny Starr of Frontier Law Center should be “Class
10 Counsel,” and will fairly and adequately protect the interests of the Settlement Class.

11 e. The prosecution of separate actions by individual members of the Settlement
12 Class would create the risk of inconsistent or varying adjudications, which would establish
13 incompatible standards of conduct.

14 f. With respect to the Settlement Class, Plaintiff believes that questions of law and
15 fact common to the members of the Settlement Class predominate over any questions affecting
16 any individual Class Member or PAGA Member, and a class action is superior to other available
17 means for the fair and efficient adjudication of the controversy.

18 13. Defendants adamantly deny any liability or wrongdoing of any kind whatsoever
19 associated with the claims alleged in the Action, the First Amended Complaint or the LWDA
20 notice letter, that Plaintiff is an adequate representative to allege class and/or representative
21 claims, including possessing standing under PAGA, and further denies that, for any purpose
22 other than settling this Action, this Action is inappropriate for class or representative treatment.
23 With respect to Plaintiff’s claims, Defendants contend, among other things, that they have
24 complied with all applicable state, federal and local laws affecting Plaintiff and the Settlement
25 Class.

26 14. It is the desire of the Parties to fully, finally and forever settle, compromise and
27 discharge all disputes and claims arising from the allegations and causes of action stated in the
28 Action. To achieve a full and complete release of Released Parties, as defined herein, each Class
Member and PAGA Member acknowledges that this Stipulation of Settlement is intended to

1 include in its effect all claims contained in the operative Complaint, the First Amended
2 Complaint, the LWDA notice letter and any additional wage and hour claims that could have
3 been brought based on the facts alleged in the Complaint, through the date of entry of an Order
4 granting preliminary approval of class action and PAGA settlement and granting a full release
5 of the Released Parties (as those entities are defined herein).

6 15. Counsel for the Settlement Class have conducted a thorough investigation into
7 the facts of this Action, and have diligently pursued an investigation of Class Member and
8 PAGA Members' claims against Defendants. Based on their own independent investigation and
9 evaluation, Class Counsel are of the opinion that the Settlement with Defendants for the
10 consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable and
11 adequate and is in the best interest of the Settlement Class in light of all known facts and
12 circumstances, the risk the Class will not be certified by the Court, defenses asserted by
13 Defendants and numerous potential appellate issues. Defendants and their counsel also agree
14 that the Settlement is fair and in the best interest of the Parties.

15 16. The Parties will cooperate and take all steps necessary as appropriate to
16 consummate this Settlement and for entry of judgment in accordance with this Joint Stipulation
17 of Class Action and PAGA Settlement and Release.

18 17. This Settlement provides for a process requiring Defendants to pay Settlement
19 Awards (defined below) according to a specified formula.. The "Gross Settlement Amount"
20 ("GSA") is One Hundred Forty-Five Thousand Dollars and No Cents (\$145,000.00) on a non-
21 reversionary basis, including the Settlement Awards, the attorneys' fees, and litigation costs to
22 Class Counsel, costs and expenses directly or indirectly related to the Action (which includes all
23 such fees, costs, expenses incurred to date, as well as such fees, costs, expenses incurred in
24 documenting the Settlement, securing approval of the Settlement, administering and obtaining
25 a judgment in the Action before the Court), the Incentive Award to the Class and PAGA
26 Representative (discussed below), the claims administration costs, the PAGA allocation to the
27 LWDA, penalties, and attorneys' fees and costs and any other payments provided by the
28 Settlement. It is understood and agreed that Defendants' maximum total liability under the
Settlement shall not exceed \$145,000.00 for any reason whatsoever. It is further understood and

1 agreed that \$45,000.00 will be paid to an escrow account maintained by the Settlement
2 Administrator within thirty (30) calendar days of the Effective Date (defined below) and that the
3 remainder will thereafter be paid in three (3) equal monthly installments. The first monthly
4 installment will be paid within sixty (60) calendar days of the first settlement payment of
5 \$45,000, with each subsequent installment payment to be paid within thirty (30) calendar days
6 of the previous installment.

7 18. The settlement will be made payable to the mutually agreed upon third-party
8 claims administrator, Phoenix Class Action Administration Solutions (“Claims Administrator”).
9 It is further understood and agreed that Defendants shall have no obligation to pay any person,
10 entity or organization in excess of the Gross Settlement Amount above, for any cause or reason
11 and the Court cannot increase the Gross Settlement Amount.

12 19. Defendants represent that there are approximately 39 PAGA Members who
13 worked an estimated 1,360 pay periods between the PAGA Period from May 13, 2022 and
14 January 30, 2024 . If it is determined that the number of pay periods during the PAGA Period
15 exceeds 1,496 (1,360, plus 10% of 1,360), then Defendants will increase the Gross Settlement
16 Amount in proportion to the increased percentage (“Escalator Payment”). Defendant will pay
17 the Escalator Payment, if any, in two equal monthly installment payments following completion
18 of the installment payments set forth in Paragraph 17, herein.

19 20. Defendants represent that they are not currently in bankruptcy proceedings or
20 contemplating bankruptcy.

21 **TERMS OF SETTLEMENT**

22 21. NOW THEREFORE, in consideration of the mutual covenants, promises and
23 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

24 a. It is agreed by and among Plaintiff and Defendants that this Action and any
25 claims, damages or causes of action arising out of the First Amended Complaint or Notice to the
26 LWDA (letter notice) which are the subject of this Action, be settled and compromised as
27 between the Settlement Class and Released Parties, as defined herein, subject to the terms and
28 conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: If no one successfully objects prior to final approval by the Court,

1 the Effective Date will be twenty (20) calendar days after all of the following events have
2 occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for
3 the Class and Defendants; (ii) the Court has given and entered preliminary approval of the
4 Settlement; (iii) the Class Notice has been given to the Class Members, providing them with an
5 opportunity to object or to opt-out of the Settlement; (iv) the Court has held a formal final
6 fairness hearing and entered an Order of Final Approval and a judgment certifying the
7 Settlement Class and finally approving of this Stipulation of Settlement and the terms; and (v)
8 notice of the above has been provided to Defendants and the Claims Administrator.

9 If any individual successfully objects to the Settlement and it is not later withdrawn prior
10 to Final Approval, the Effective Date will be the later of the following events: (i) five (5)
11 business days after the period for filing any appeal, writ or other appellate proceeding opposing
12 the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal,
13 writ or other appellate proceeding having been filed; or, (ii) if any appeal, writ or other appellate
14 proceeding opposing the Court's final Order approving the Stipulation of Settlement has been
15 filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the
16 Stipulation of Settlement has been finally and conclusively adjudged with no right to pursue
17 further remedies or relief. Defendants agree to fully fund the settlement on or before the
18 Effective Date of the Settlement.

19 In this regard, it is the intention of the Parties that the Settlement shall not become
20 Effective until the Court's entry of an order approving the Settlement as completely final, and
21 there is no further recourse by a Class Member, an appellant or objector who seeks to contest
22 the Settlement. It is further agreed by the Parties that this Settlement will not become Effective
23 if Defendants, contrary to Paragraph 18 above, are required to pay more than the total amount
24 of their maximum total liability under the Settlement as set forth in Paragraph 18 under any
25 circumstances. It is further agreed by and between the Parties that this Settlement shall not
26 become Effective, and Defendants shall not have any obligation (monetary or otherwise) under
27 the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights
28 of appeal with respect to any objections or the judgment, have been finally exhausted and
resolved upholding the terms of this Settlement.

1 In the event Defendants fail to fund the Settlement Amount within the time prescribed
2 in Paragraph 20.c.viii, Class Counsel must give Defendants' counsel five (5) court days' notice,
3 via electronic mail to Defendant's counsel, that Defendants are in default on the Settlement
4 Amount. Defendants have ten (10) court days following receipt of the notice from Plaintiff's
5 counsel to cure the delinquency by wiring the full defaulted amount to the Settlement
6 Administrator. If Defendants have not cured the default by the eleventh court day and the Court
7 already has granted Final Approval of the settlement, Defendants will pay interest on the Net
8 Settlement Amount for each day that the settlement is late at the rate of three percent (3%) per
9 annum.

10 c. Maximum Settlement Amount and Net Settlement Amount: To implement the
11 terms of this Settlement, Defendants The Tox Corporation, The Tox Holdings Corporation, and
12 The Tox LA Melrose Place, LLC, agree to pay a total of up to One Hundred Forty-Five
13 Thousand Dollars and No Cents (\$145,000.00) ("GSA" or "Gross Settlement Amount") on a
14 non-reversionary basis. This Gross Settlement Amount will include all Class Member and
15 PAGA Member payments, the PAGA penalty payment to the LWDA, the Class and PAGA
16 Representative Incentive Award, attorneys' fees, costs, and third-party administration costs.
17 Defendants' obligation to pay the Gross Settlement Amount shall bind their successors and
18 assigns and they cannot sell their business without ensuring that the payment obligation
19 identified herein will be assumed by the new purchaser or, alternatively, that full payment of the
20 Gross Settlement Amount shall occur as part of the sale notwithstanding any payment schedule
21 identified in this Stipulation of Settlement.

22 The "Net Settlement Amount" or "NSA" is the amount available for potential
23 distribution to Class Members and PAGA Members, and shall be calculated by deducting the
24 following amounts from the Gross Settlement Amount: (i) up to 33% of the Maximum
25 Settlement Amount for Class Counsel's attorneys' fees through Final Approval and judgment;
26 (ii) Class Counsel's litigation costs through Final Approval and judgment; (iii) up to \$3,000.00
27 for the Class and PAGA Representative Incentive Award; (iv) the expenses of the Claims
28 Administrator, subject to a fee quote cap of \$5,750 (v) \$7,500.00 for the PAGA penalty payment
to the LWDA as described further below; and (vi) \$2,500 for payments to PAGA Members.

1 Settlement Awards to the Class Members will be calculated by the Settlement Administrator and
2 paid out of the Net Settlement Amount as set forth below.

3 i. Settlement Awards to Class Members: After all contingent costs are
4 deducted, the Net Settlement Amount will be distributed to Class Members on a pro rata
5 basis, which will be allocated as follows: The Net Settlement Amount will be distributed
6 to Class Members on a pro rata basis, with those who signed Releases receiving
7 approximately one fifth of the amount to be received by those who did not sign Releases..
8 Thirty percent (30%) of each payment will be allocated to wages (W-2) and seventy
9 percent (70%) of each payment will be allocated to interest, penalties, and other non-
10 wages (Form 1099). Defendants' records, including pay period data, are presumed to be
11 accurate as they are normal business records. If any individual Class Member disputes
12 the accuracy of Defendants' records, he or she will have the burden of proof to establish
13 otherwise with documentary evidence. All workweek disputes shall be resolved and
14 decided by the Claims Administrator, and the Claims Administrator's decision on all
15 workweek disputes will be final and non-appealable.

16 ii. Private Attorneys General Act Allocation: Subject to Court approval,
17 the Parties agree that the amount of Ten Thousand Dollars (\$10,000.00) from the Gross
18 Settlement Amount will be allocated for PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Seven
19 Thousand Five Hundred Dollars (\$7,500.00) of this sum will be paid to the LWDA and 25%,
20 *i.e.*, Twenty Five Thousand Dollars (\$2,500.00), will be distributed to PAGA Members as part
21 of the Net Settlement Amount. For purposes of this Settlement only, and not as an admission
22 of liability otherwise, the Parties stipulate that all PAGA Members are "aggrieved employees"
23 for purposes of distributing the \$2,500.00 which will be distributed on a pro rata basis
24 depending on the number of workweeks worked during the PAGA period.

25 iii. Attorneys' Fees and Litigation Costs: Subject to Court approval or
26 modification, Defendants further agree to pay Class Counsel's attorneys' fees and litigation
27 costs as set forth in Paragraph 22 below. These fees and costs may be paid to Class Counsel as
28 they are received from Defendants provided an Order of Final Approval of this Stipulation of
Settlement has been granted and entered by the Court into the record. However, in no event will

1 this occur prior to the date the Settlement becomes Effective as defined in Paragraph 20.b.

2 iv. Class and PAGA Representative: The Parties agree to the designation of
3 Plaintiff as a “Class and PAGA Representative.” Subject to Court approval, Plaintiff will
4 receive a separate Class and PAGA Representative Incentive Award of \$3,000.00. Defendants
5 agree not to challenge the Class and PAGA Representative Incentive Award so long it is within
6 the threshold identified in this subparagraph. The Class and PAGA Representative Incentive
7 Award cannot exceed the amount identified herein, and is in addition to any claimed individual
8 Settlement Award to which Plaintiff is entitled as a Class Member and PAGA Member. The
9 Class and PAGA Representative Incentive Award is to be part of, and to be deducted from, the
10 Gross Settlement Amount. The Claims Administrator will issue an IRS Form 1099-MISC for
11 the Class and PAGA Representative Incentive Award to Plaintiff for service as Class and PAGA
12 Representative, and Plaintiff will be responsible for correctly characterizing this compensation
13 for tax purposes and for paying any taxes on the amounts received. Should the Court approve
14 the Class and PAGA Representative Incentive Award to the Class and PAGA Representative in
15 an amount less than the amount set forth above, the difference between the lesser amount
16 approved by the Court and the Class and PAGA Representative Incentive Award set forth above
17 shall be added to the Net Settlement Amount for use by Class Members and PAGA Members.
18 The Class and PAGA Representative Incentive Award may be paid as the funds are received
19 from Defendants provided an Order of Final Approval of this Stipulation of Settlement has been
20 granted and entered by the Court into the record. However, in no event will this occur prior to
21 the date the Settlement becomes Effective as defined in Paragraph 20.b.

22 In consideration for individual 1542 waiver, Plaintiff and PAGA Representative has
23 signed an individual settlement agreement for additional monies for the greater release of all
24 claims, known and unknown, to Plaintiff against Defendants and Released Parties, as defined
25 herein.

26 v. Claims Administrator: The “Claims Administrator” will be Phoenix
27 Class Action Administration Solutions or such other claims administrator as may be mutually
28 agreeable to the Parties and approved by the Court. The fees of the Claims Administrator for
work done shall be paid by Defendants out of the Maximum Settlement Amount and shall not

1 exceed \$5,750. These costs may be paid as the funds are received from Defendants provided an
2 Order of Final Approval of this Stipulation of Settlement has been granted and entered by the
3 Court on the record. However, in no event will this occur prior to the date the Settlement
4 becomes Effective as defined in Paragraph 20.b.

5 vi. Mailing of Settlement Awards: The Claims Administrator will cause the
6 Settlement Awards to be mailed to the Class Members and PAGA Members within fourteen (14)
7 calendar days after the Claims Administrator receives the full and final funds from Defendants,
8 but in no event will this occur prior to the date the Settlement becomes Effective as defined in
9 Paragraph 20.b.

10 vii. Opportunity to Dispute: For each Class Member, there will be pre-printed
11 information on a Notice mailed to Class Members, based on Defendants' business records,
12 stating the number of weeks worked as a Class Member during the Class Period, along with each
13 Class Member's estimated Settlement Award amount. The pre-printed information based on
14 Defendants' records shall be presumed to be correct, unless credible written evidence to the
15 contrary is provided to the Settlement Administrator (i.e. verbal claims alone are invalid). A
16 Class Member may challenge the pre-printed information as to the number of weeks worked
17 during the Class Period by submitting credible written evidence to the Settlement Administrator.
18 All disputes regarding weeks worked will be resolved and decided by the Settlement
19 Administrator, and the Settlement Administrator's decision on all disputes will be final and
20 binding.

21 viii. Payment Schedule: The first settlement payment of \$45,000 will be paid
22 within thirty (30) calendar days of the Effective Date. The remaining amount will be paid in
23 three (3) equal monthly installments. The first installment will be paid within sixty (60) calendar
24 days of the first settlement payment of \$45,000, with each subsequent installment payment to
be paid within thirty (30) calendar days of the previous installment.

25 d. Right to Rescission: If five percent (5%) or more of the Settlement Class opts-
26 out of the Settlement Class by submitting valid and timely Requests for Exclusion as set forth
27 in the Notice of Pendency of Class Action Settlement, Defendants shall have the right (but need
28 not) in its sole discretion to rescind and void the entire Settlement, before Final Approval by the

1 Court, by providing written notice to Class Counsel within fourteen (14) calendar days after the
2 end of the Claims Period, provided the Settlement Administrator has previously furnished
3 Defendants with the final number and percentage of valid and timely Requests for Exclusion. If
4 Defendants exercise this option, Defendants shall pay only costs of Settlement administration
5 incurred up to that date. Defendants shall not be responsible for paying any of the attorneys'
6 fees or costs set forth in this Stipulation of Settlement, or any other fees and/or costs incurred
7 by Class Counsel to effectuate this Stipulation of Settlement. Defendants' termination of this
8 Settlement shall have the same effect as would non-approval of the Settlement by the Court: the
9 Parties shall revert to their previous positions, with all parties to this Settlement to stand in their
10 same position, without prejudice, as if the Stipulation of Settlement had been neither entered
11 into nor filed with the Court, and Defendants will not stipulate to class certification and will
12 contend that a PAGA representative action is not appropriate.

13 **SETTLEMENT ADMINISTRATION**

14 22. The Parties have agreed to the appointment of Phoenix Class Action
15 Administration Solutions to perform the customary duties of Settlement Administrator;
16 provided, however, the Parties shall have the right to select or substitute a different Settlement
17 Administrator by mutual agreement and approval by the Court. The Settlement Administrator
18 will mail the Notice of Pendency of Class Action Settlement to all Class Members. The
19 Settlement Administrator will independently review Defendants' data, based on Defendants'
20 records, as to the number of weeks worked during the Class Period and will calculate the
21 amounts due to Class Members in accordance with this Stipulation of Settlement. The
22 Settlement Administrator shall report, in summary or narrative form, the substance of its
23 findings. At the request of Defendants, and upon receipt of funds from Defendants, the
24 Settlement Administrator will issue and send out Settlement Award checks to Class and PAGA
25 Members. The Parties shall be able to review proposed distributions (with names redacted),
26 class workweek data, and PAGA pay period data in order to ensure correct and accurate
27 representations are made to Class Members through the Class Notice and to PAGA Members.
28 Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state,
federal and local tax laws. All disputes relating to the Settlement Administrator's performance

1 of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction
2 over the terms and conditions of this Stipulation of Settlement until all payments and obligations
3 contemplated by this Stipulation of Settlement have been fully carried out.

4 **ATTORNEYS' FEES AND LITIGATION COSTS**

5 23. In consideration for settling this Action, in exchange for the release of claims by
6 the Settlement Class, and subject to Final Approval or modification by the Court, Defendants
7 agrees to pay Class Counsel attorneys' fees not to exceed thirty-three percent (33%) of the Gross
8 Settlement Amount, or in other words up to \$47,850.00 of the Gross Settlement Amount, and
9 attorneys' costs. Defendants will not object to Class Counsel's application for attorneys' fees
10 and litigation costs, estimated at \$18,000, up to these amounts. The amounts set forth above
11 will cover all work performed and all fees and costs incurred to date, and all work to be
12 performed and all fees and costs to be incurred in connection with the approval by the Court of
13 this Stipulation of Settlement, the administration of the Settlement, and obtaining the Final
14 Approval and judgment. Class Counsel certifies that no liens for attorneys' fees or any further
15 claims for attorneys' fees based on referrals to Class Counsel's firm exist and agrees to
16 indemnify Defendants against any claim for attorneys' fees by any third-party beyond the
17 amount provided for in this Settlement. Should the Court approve lesser amounts for attorneys'
18 fees and litigation costs, the difference between the lesser amounts and the maximum amounts
19 set forth above shall be added to the Net Settlement Amount for distribution to Class Members
20 and PAGA Members.

21 **NOTICE TO CLASS MEMBERS**

22 24. A Notice of Pendency of Class Action Settlement and Hearing Date for Final
23 Court Approval ("Class Notice") shall be jointly drafted by the Parties, and as approved by the
24 Court, shall be sent by the Settlement Administrator to the Class Members by first class mail.
25 Any returned envelopes from this mailing with forwarding addresses will be used by the
26 Settlement Administrator to forward the Class Notice to Class Members.

27 a. Within fifteen (15) calendar days of entry of an Order of Preliminary Approval
28 of this Stipulation of Settlement by the Court, Defendants shall provide to the Settlement
Administrator a confidential spreadsheet of the Class Member and PAGA Members' names,

1 last-known home addresses, last-known home telephone numbers if available, Social Security
2 Numbers or Federal Employment Identification Numbers, and hire and termination dates during
3 the Class Period and PAGA Period so weeks worked and pay periods can be calculated by the
4 Claims Administrator. The Parties agree the Social Security Numbers will be used only by the
5 Claims Administrator for the sole purpose of identification, confirmation of being a Class
6 Member or PAGA Member and effectuating the Settlement and will not be provided to Class
7 Counsel at any time or in any form, except as may be specifically necessary to address any
8 specific issues with the claims process. The Claims Administrator will provide Defendants with
9 a signed Confidentiality Agreement (or similar agreement) confirming it will handle the
10 sensitive Class Member and PAGA Member private information in a secure manner with limited
11 access. In the event of Class Member or PAGA Member outreach and/or further investigation
12 to locate Class Members or PAGA Members is necessary to increase the Class Member or
13 PAGA Members' participation rate in the Settlement, or to resolve disputes relating to Class
14 Member or PAGA Members' estimated share of the Net Settlement Amount, the Parties will
15 meet and confer regarding provision of the contact information and/or workweek information to
16 Class Counsel for this limited purpose. The spreadsheet provided for above, shall be based on
17 Defendants' payroll and other business records and in a reasonable format acceptable to the
18 Claims Administrator. Defendants agree to consult with the Settlement Administrator prior to
19 the production date to ensure that the format will be acceptable to the Settlement Administrator
20 and to agree upon the language in a Confidentiality Agreement. The Settlement Administrator
21 will run a check of the Class Member and PAGA Members' addresses against those on file with
22 the U.S. Postal Service's National Change of Address ("NCOA") List; this check will be
23 performed only once per Class Member and PAGA Member by the Claims Administrator.
24 Within twenty (20) calendar days of Preliminary Approval of this Settlement, the Claims
Administrator will mail the Class Notice to Class Members.

25 b. Class Notices returned to the Settlement Administrator as non-delivered shall be
26 re-sent to the forwarding address, if any, on the returned envelope. If there is no forwarding
27 address, the Settlement Administrator will do an NCOA check and one skip-trace return mail
28 and re-mail the Class Notice within five (5) calendar days of receipt using the Class Member's

1 Social Security Number; this search will be performed only once per Class Member by the
2 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
3 Defendants, and the Settlement Administrator shall be deemed to have satisfied its obligations
4 to provide the Notice of Pendency of Class Action Settlement to the affected member of the
5 Settlement Class. The affected member of the Settlement Class shall remain a member of the
6 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the
7 Court's Final Approval Order and Final Judgment.

8 c. The Notice of Pendency of Class Action Settlement shall also identify the
9 procedure for opting-out of or objecting to the Settlement.

10 d. Class Counsel shall provide to the Court, at least sixteen (16) court days before
11 the final approval fairness hearing, a declaration from the Claims Administrator of its due
12 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class
13 Action Settlement. It shall also set forth the number of Class Notices mailed, the number of
14 invalid claims, the percentage of valid claims made and other usual data.

15 25. Returned or Uncashed Checks: If any Class Members do not cash or otherwise
16 negotiate their Settlement Award checks after the 180-day expiration date and their checks are
17 not returned, their checks will be void and a stop-payment will be placed. In such event, the
18 amounts associated with unclaimed Settlement Award checks shall be sent to the California State
19 Controller's Unclaimed Property Fund in the name of the class member thereby leaving no
20 unpaid residue consistent with Code of Civil Procedure section 384, subdivision (b).

21 26. Upon completion of its calculation of payments, the Settlement Administrator
22 shall provide Defendants with a report listing the amount of all payments to be made to each
23 Class Member and PAGA Member (unredacted). The Settlement Administrator will be
24 responsible for making appropriate deductions, calculating and reporting the employer's share
25 of payroll taxes on the Settlement Awards, paying to Class Counsel any Court-approved
26 attorneys' fees and litigation costs to the extent any further payment is required, paying to the
27 Class and PAGA Representatives any Court-approved Class and PAGA Representative
28 Incentive Awards to the extent any further payment is required, paying the LWDA seventy-five
percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting

obligations, and for issuing the individual Settlement Awards to Class Members. Proof of compliance with the Court's Final Approval order, if any, will be filed with the Court within twenty-one (21) calendar days after all payment obligations and the check cashing deadline for Class Members has passed.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

27. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state that he/she has received the Notice of Pendency of Class Action Settlement, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, last four (4) digits of their Social Security Number, their date of birth, and be signed under penalty of perjury by the Class Member to be considered valid. The Request for Exclusion must be dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. Class members who receive a re-mailed notice will have an additional 10 days to request exclusion. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

Class Members who submit a Request for Exclusion shall be permitted to rescind it by submitting a written request to rescind their Request for Exclusion to the Claims Administrator postmarked no later than twenty (20) calendar days after the Class Member's Request for Exclusion is postmarked.

28. Objecting to the Settlement. Any individual who does not exclude himself/herself from the Settlement can object to the terms of the Settlement before the deadline to object to the Settlement. To object, the individual must send copies of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, the dates he/she

1 worked as a non-exempt, hourly California employee with Defendants and be signed by the
2 Class Member. To be valid and effective, any objections to approval of the Settlement must be
3 delivered to the Settlement Administrator, Class Counsel, and counsel for Defendants no later
4 than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to
5 the Class Members. Class members who receive a re-mailed notice will have an additional 10
6 days to submit an objection. If the Court rejects or overrules the objection, the individual will
7 be bound by the terms of the Settlement. However, the court will hear from any class member
8 who attends the final approval hearing and asks to speak regarding his or her objection regardless
9 of whether they submitted a written objection.

10 **RELEASE BY THE CLASS MEMBERS**

11 29. Effective upon the date of entry of an Order of Final Approval by the Court of
12 this Stipulation of Settlement, and except as to such rights or claims as may be created by this
13 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
14 submitted a valid Request for Exclusion, release Defendants The Tox Corporation, The Tox
15 Holdings Corporation, The Tox LA Melrose Place, LLC and each of their respective parent
16 companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties
17 and all of their past and present directors, officers, shareholders, members, managers, joint
18 employers, co-employers, integrated enterprises, representatives, employees, attorneys,
19 insurance, and anyone else acting for any of them ("Released Parties"), and discharge Released
20 Parties from all claims, rights, demands, liabilities and causes of action of any nature or
21 description, including any such claims, whether known or unknown, that were litigated in the
22 Action against Defendants or could have been litigated based on the facts and circumstances
23 alleged in the Action against Defendants, arising under the Complaint and First Amended
24 Complaint filed in the Los Angeles County Superior Court and the LWDA notice letter
25 including, but not limited to, all claims under the California Labor Code, Wage Orders and
26 related orders of the California Industrial Welfare Commission and Business and Professions
27 Code section 17200, *et seq.* Class Members, on behalf of themselves, their heirs, executors,
28 administrators, attorneys, agents and assigns, fully and finally release and discharge the Released
Parties from all claims, rights, demands, liabilities and causes of action of any nature or

1 description, including any such claims, whether known or unknown, that were litigated in the
2 Action against Defendants or could have been litigated based on the facts and circumstances
3 alleged in the Action against Defendants. The claims released under this paragraph shall include,
4 but not necessarily be limited to: all claims and/or causes of action occurring during the Class
5 Period under any federal, state or local law or administrative order that were or could have been
6 plead based on the facts alleged in the operative class action Complaint whether known or
7 unknown, including the failure to pay overtime wages at the correct regular rate of pay, provide
8 meal and rest breaks, failure to provide accurate wage statements, the failure to pay meal and
9 rest period premiums at the appropriate rate of pay, failure to pay for time performed off the
10 clock, waiting time violations and any other claims whatsoever that were or could have been
11 alleged in this case, including claims for restitution and other equitable relief under Business
12 and Professions Code section 17200, conversion, liquidated damages, punitive damages,
13 waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004,
14 and claims and/or penalties of any nature whatsoever based on the facts alleged in the operative
15 class action and PAGA complaint under California Business and Professions Code sections
16 17200, et seq., 17203; Labor Code sections 200-204, 206.5, 210, 218.5, 226-226.5, 226.7, 351-
17 356, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2802, and 2698, et seq.; Code of
18 Civil Procedure sections 382, 474, 1021.5; IWC Wage Orders No. 4; Fair Labor Standards Act,
19 29 U.S.C. sections 201, et seq., as well as any damages, restitution, disgorgement, civil penalties,
20 statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release
21 expressly excludes claims for vested benefits, unemployment insurance, disability, social
22 security, workers' compensation, and class claims outside of the Class Period and PAGA claims
23 outside of the PAGA Period. This release and waiver, however, shall be conditional on fully
24 funding the Maximum Settlement Amount necessary to fund all payment obligations as
25 described herein.

25 **RELEASE BY THE PAGA MEMBERS**

26 30. Effective upon the date of entry of an Order of Final Approval by the Court of
27 this Stipulation of Settlement, and except as to such rights or claims as may be created by this
28 Stipulation of Settlement, each PAGA Member releases Defendants The Tox Corporation, The

1 Tox Holdings Corporation, The Tox LA Melrose Place, LLC, and each of their respective parent
2 companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties
3 and all of their past and present directors, officers, shareholders, members, managers, joint
4 employers, co-employers, integrated enterprises, representatives, employees, attorneys,
5 insurance, and anyone else acting for any of them ("Released Parties"). PAGA Members, on
6 behalf of themselves, their heirs, executors, administrators, attorneys, agents and assigns, fully
7 and finally release and discharge the Released Parties from all PAGA claims, rights, demands,
8 liabilities and causes of action of any nature or description, including any such claims, whether
9 known or unknown, that were litigated in the Action against Defendants or could have been
10 litigated based on the facts and circumstances alleged in the Action against Defendants and
11 aggrieved employees will release PAGA claims even if class members request exclusion from
12 the class. The claims released under this paragraph shall include, but not necessarily be limited
13 to: all claims and/or causes of action occurring during the PAGA Period that were or could have
14 been pled based on the facts alleged in the operative class action and PAGA complaint and
15 amendments, PAGA notice letters and amendments, and administrative claims, whether known
16 or unknown, for penalties under the Labor Code Private Attorneys General Act of 2004. This
17 release expressly excludes claims for vested benefits, wrongful termination, unemployment
18 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
19 PAGA Period, as well as any damages, restitution, disgorgement, civil penalties, statutory
20 penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release expressly
21 excludes claims for vested benefits, unemployment insurance, disability, social security,
22 workers' compensation, and class claims outside of the PAGA claims outside of the PAGA
23 Period. This release and waiver, however, shall be conditional on fully funding payment of the
24 Gross Settlement Amount necessary to fund all payment obligations as described herein.

24 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

25 31. Plaintiff shall promptly submit this Stipulation of Settlement to the Los Angeles
26 County Superior Court in support of the Motion for Preliminary Approval of Class Action and
27 PAGA Settlement and determination by the Court as to its fairness, adequacy and
28 reasonableness; Plaintiff agrees to provide Defendants the opportunity to review, at least three

1 (3) business days before filing, the Motion for Preliminary Approval of Class Action and PAGA
2 Settlement. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to
3 the Court for the entry of an order preliminarily approving of the Settlement in a form that is
4 mutually agreeable between the Parties and also provides for the following:

5 a. Scheduling a fairness hearing on the question of whether the proposed
6 Settlement, including payment of attorneys' fees and litigation costs, costs of administration,
7 and the Class and PAGA Representative Enhancement Award should be finally approved as
8 fair, reasonable, and adequate as to the members of the Settlement Class;

9 b. Certifying a Settlement Class, Plaintiff as the Class and PAGA Representative,
10 and Adam Rose and Manny Starr of Frontier Law Center as Class Counsel;

11 c. Approving as to form and content the proposed Notice of Pendency of Class
12 Action Settlement;

13
14 d. Approving of the manner and method for Class Members to request exclusion
15 from the Settlement as contained herein and within the Notice of Pendency of Class Action
16 Settlement;

17 e. Directing the mailing of the Notice of Pendency of Class Action Settlement and
18 by first class mail to the Class Members;

19 f. Preliminarily approving the Settlement subject only to the objections of Class
20 Members and final review by the Court; and

21 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

22 32. Plaintiff agrees to provide Defendants the opportunity to review, at least three (3)
23 business days before filing, the Motion for Final Approval of Class Action and PAGA
24 Settlement. Class Counsel agrees to submit a proposed final order and judgment, in a form that
25 is mutually agreeable between the Parties and also provides for the following:

26 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
27 adequate, and directing consummation of its terms and provisions;

28 b. Approving Class Counsel's application for an award of attorneys' fees and

litigation costs;

c. Approving the Incentive Award to the Class and PAGA Representative; and

d. Upon entry of entry of final judgment, Defendants The Tox Corporation, The Tox Holdings Corporation, The Tox LA Melrose Place, LLC, and each of their respective parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, and anyone else acting for any of them ("Released Parties"), shall be entitled to a release of all PAGA claims pled or that could have been pled based on the factual allegations contained in the Complaint and First Amended Complaint and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees and shall be released by the Class Members from all class and PAGA claims pled in the Action including meal period violations, rest period violations, overtime violations, minimum wage violations, wage statement penalties, violation of the Unfair Competition Law, work expenditure reimbursement violations, waiting time violations, and any other claims whatsoever that were or could have been pled based on the factual allegations contained in the Complaint and First Amendment Complaint which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period.

PARTIES' AUTHORITY

33. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

34. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set

1 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class
2 Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all
3 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

4 **NO PRIOR ASSIGNMENTS**

5 35. The Parties and their counsel represent, covenant and warrant that they have not
6 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
8 action or right herein released and discharged except as set forth herein.

9 **NO ADMISSION**

10 36. This Agreement is entered into in compromise of disputed claims. Nothing
11 contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or
12 deemed an admission of liability, culpability, negligence or wrongdoing on the part of
13 Defendants, which specifically deny any liability, culpability, negligence, or wrongdoing
14 towards the Class and PAGA Representative, the Class Members, the PAGA Members, or any
15 other person. No part of this Agreement shall constitute an admission on behalf of Defendants,
16 of the accuracy of any fact or allegation against it or that this Action can proceed as a class
17 action. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
18 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.
19 The Parties agree that this Stipulation of Settlement is not evidence that the Action filed by
20 Plaintiff has any merit, nor does it constitute an admission of any wrongdoing by Defendants,
21 which do not admit to the suitability of this case for class action litigation other than for purposes
22 of this Settlement. If the Court does not grant either preliminary or final approval of this
23 Settlement, or approval is reversed upon appeal, then the Parties revert to their previous
24 positions, all parties to this Settlement shall stand in the same position, without prejudice, as if
25 the Settlement had been neither entered into nor filed with the Court, and Defendants will not
26 stipulate to class certification and will contend that a representative action is not appropriate.
27 Defendant further reserves any and all right to move to strike the class and PAGA representative
28 claims, challenge Plaintiff's adequacy to serve as Class and PAGA Representatives, and/or
challenge Plaintiff's standing to bring representative claims pursuant to PAGA.

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ENFORCEMENT ACTIONS

37. The Parties agree that the Los Angeles County Superior Court shall retain jurisdiction to enforce the terms of this Stipulation of Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare the rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

38. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

Adam Rose
FRONTIER LAW CENTER
23901 Calabasas Road, #1084
Calabasas, California 91302

To Defendant:

Veronica T. Hunter (SBN 259859)
JACKSON LEWIS P.C.
717 Texas Avenue, Suite 1700
Houston, TX 77002
Telephone: (713) 650-0404
Facsimile: (713) 650-0405
veronica.hunter@jacksonlewis.com

NO PUBLIC COMMENT

39. Plaintiff and Class Counsel will not disclose the terms of this settlement except in court papers, communications with Class Members and PAGA Members after the date of approval of this settlement, or if required by legal process, except that Plaintiff's counsel may put publicly available information about the settlement in any description of their experience or

1 the like in order to describe their experience to a court; the Parties will use their best efforts to
2 reach agreement on all Court and/or administrative filings. Plaintiff and Class Counsel shall not
3 issue a press release, hold a press conference, publish information about the settlement on any
4 website, or otherwise publicize the settlement. Plaintiff and Class Counsel agree not to respond
5 to any press inquiries except to refer reporters to the papers filed with the Court. will take all
6 steps necessary to ensure the Class and PAGA Representatives are aware of the restriction
7 against public comment of the Settlement. Nothing in this paragraph shall prohibit Plaintiff or
8 her counsel from discussing the Settlement with Class Members.

9 **CONSTRUCTION**

10 40. The Parties hereto agree that the terms and conditions of this Stipulation of
11 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
12 this Stipulation of Settlement shall not be construed in favor of or against any party by reason
13 of the extent to which any party or his, her or its counsel participated in the drafting of this
14 Stipulation of Settlement.

15 **CAPTIONS AND INTERPRETATIONS**

16 41. Paragraph titles or captions contained herein are inserted as a matter of
17 convenience and for reference, and in no way define, limit, extend or describe the scope of this
18 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
19 contractual and not merely a recital.

20 **MODIFICATION**

21 42. This Stipulation of Settlement may not be changed, altered or modified, except
22 in writing and signed by the Parties hereto and approved by the Court. This Stipulation of
23 Settlement may not be discharged except by performance in accordance with its terms or by a
24 writing signed by the Parties hereto.

25 **INTEGRATION CLAUSE**

26 43. This Stipulation of Settlement contains the entire agreement between the Parties
27 relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous
28 agreements, understandings, representations and statements, whether oral or written and whether
by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived

1 except in writing.

2 **BINDING ON ASSIGNS**

3 44. This Stipulation of Settlement shall be binding upon and inure to the benefit of
4 the Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
5 administrators, successors and assigns.

6 **CLASS MEMBER SIGNATORIES**

7 45. The Notice of Pendency of Class Action Settlement will advise all Class
8 Members of the binding nature of the release, and the release shall have the same force and
9 effect as if this Stipulation of Settlement were executed by each member of the Class.

10 **COUNTERPARTS**

11 46. This Stipulation of Settlement may be executed in counterparts and by PDF
12 signatures, and when each party has signed and delivered at least one such counterpart, each
13 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
14 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
15 upon and effective as to all Parties.

16 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
17 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
18 Defendants as of the date(s) set forth below:

19 **Plaintiff and Class Representative**

20
21 Dated: _____

MICHELLE VELASQUEZ

22 **Defendants**

23
24 Dated: 07/08/24

25 THE TOX CORPORATION, THE TOX HOLDINGS
26 CORPORATION, and THE TOX LA MELROSE PLACE, LLC

27 By: Courtney Geager
28

except in writing.

BINDING ON ASSIGNS

44. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS MEMBER SIGNATORIES

45. The Notice of Pendency of Class Action Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

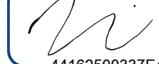
46. This Stipulation of Settlement may be executed in counterparts and by PDF signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Plaintiff and Class Representative

7/8/2024
Dated: _____

DocuSigned by:



44162500337E498...

MICHELLE VELASQUEZ

Defendants

Dated: _____ THE TOX CORPORATION, THE TOX HOLDINGS CORPORATION, and THE TOX LA MELROSE PLACE, LLC

By: _____

1 APPROVED AS TO FORM ONLY:
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3 Dated: 7/8/2024
4

FRONTIER LAW CENTER

5 DocuSigned by:
6 Adam Rose
By: D2C7FC7ADE79459...
7 ADAM ROSE
8 MANNY STARR
Attorneys for Plaintiff MICHELLE
9 VELASQUEZ

10 DATE:
11

JACKSON LEWIS P.C.

12 By:
13 VERONICA T. HUNTER
14 Attorney for Defendants
THE TOX CORPORATION, THE TOX
15 HOLDINGS CORPORATION, and THE TOX
16 LA MELROSE PLACE LLC
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1 APPROVED AS TO FORM ONLY:
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3 Dated: _____
4

FRONTIER LAW CENTER

5
6 By: _____

ADAM ROSE

MANNY STARR

7 Attorneys for Plaintiff MICHELLE
8 VELASQUEZ
9

10 DATE: _____

JACKSON LEWIS P.C.

11
12 By: _____

VERONICA T. HUNTER

Attorney for Defendants

13 THE TOX CORPORATION, THE TOX
14 HOLDINGS CORPORATION, and THE TOX
15 LA MELROSE PLACE LLC
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