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8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 MICHELLE VELASQUEZ, individually and
12 on behalf of all similarly situated individuals,

13 Plaintiffs,

14 v.

15 THE TOX CORPORATION, THE TOX
HOLDINGS, LLC, THE TOX LA MELROSE
16 PLACE, LLC, and DOES 1 to 100,

17 Defendants.

NO. 23STCV05507

**DECLARATION OF MAYRA
GONZALEZ ON BEHALF OF
PHOENIX SETTLEMENT
ADMINISTRATORS REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: December 17, 2025
Time: 10:00 a.m.
Dept: SSC7

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Michelle Velasquez v. The Tox 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.

3. On August 12, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment for

1 each Class Member (“Class List”) during the Class Period. The final mailing list contained one
2 hundred five (105) individuals identified as Class Members.

3 4. On August 13, 2025, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On September 4, 2025, Phoenix mailed the Class Notice via U.S. first class mail, in
8 English to all one hundred five (105) Class Members on the Class List. A true and correct copy of
9 the mailed Class Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, twelve (12) Class Notices have been returned to
11 Phoenix. None were returned with a forwarding address. For the twelve (12) Class Notices returned
12 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
13 address using TransUnion TLOxp, one of the most comprehensive address databases available for
14 skip tracing. Of the twelve (12) Class Notices that were skip traced, eleven (11) updated addresses
15 were obtained and the Class Notice was promptly re-mailed to those Class Members via first class
16 mail.

17 7. As of the date of this declaration, one (1) Class Notice remains undeliverable.

18 8. As of the date of this declaration, Phoenix has received zero (0) Request for
19 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
20 October 20, 2025.

21 9. As of the date of this declaration, Phoenix has received zero (0) Class Notices of
22 Objection from Class Members. The deadline for objecting to the Class Settlement was October
23 20, 2025.

24 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
25 from Class Members. The deadline for submitting a dispute was October 20, 2025.

26 11. There are one hundred five (105) Class Members who did not submit timely and
27 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
28

1 100% of the Class. Settlement Class Members have worked a collective total of three thousand nine
2 hundred forty-one (3,941) Workweeks during the Class Period. Each Workweek is valued at
3 approximately \$23.47.

4 12. The Net Settlement Amount of \$92,509.31 available to pay Settlement Class
5 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$66,330.00),
6 and Class Counsel costs (\$18,950.00), requested Enhancement Payment to Plaintiff Danielle Burlile
7 (\$3,000.00), the PAGA Amount (\$7,500.00), the requested Settlement Administration Costs
8 (\$5,750.00), and Employer-sided taxes (\$4,460.69) from the Maximum Settlement Amount
9 (\$201,000.00).

10 13. Per the Settlement Agreement, Class Members who signed Releases will receive
11 one-fifth of the amount to be received by those Class Members who did not sign Releases. There
12 are 36 Class Members who signed Releases. This was taken into account when calculating the
13 individual settlement shares.

14 14. Based upon the calculations stipulated in the Settlement, the highest Individual
15 Settlement Share to be paid is approximately \$7,047.83, the lowest Individual Settlement Share to
16 be paid is approximately \$5.05, while the average Individual Settlement Share to be paid is
17 approximately \$881.04. Settlement Class Members will be issued payment of their Individual
18 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
19 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
20 Settlement Payment").

21 15. Additionally, \$10,000.00 of the Maximum Settlement Amount has been allocated
22 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
23 \$7,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
24 or \$2,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
25 are or were employed by Defendant during the PAGA Period. There are eighty (80) Aggrieved
26 Employees who worked a total of one thousand one hundred fifty-eight (1,158.43) workweeks
27
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1 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
2 \$123.63, and the average Individual PAGA Payment to be paid is approximately \$31.25.

3 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
4 from the Maximum Settlement Amount.

5 17. Phoenix's costs associated with the administration of this matter are \$5,750.00. This
6 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
7 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

8
9 I declare under penalty of perjury of the laws of the State of California that the foregoing is
10 true and correct.

11 Executed this 19th day of November 2025, at Orange, California.

12
13 Mayra Gonzalez

14 MAYRA GONZALEZ
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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Danielle Burlile v. The Tox Corporation, et al, Case No. 23STCV05507

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against The Tox Corporation, The Tox Holdings, LLC, and The Tox Melrose Place, LLC (“The Tox”) for alleged wage and hour violations. The Action was filed by The Tox former employee Michelle Velasquez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of nonexempt, hourly employees (“Class Members”) who worked for The Tox during the Class Period of March 13, 2019 to January 30, 2024.

The proposed Settlement requires The Tox to fund Individual Class Payments. Based on The Tox’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors including whether you already signed a release with The Tox.

The above estimates are based on The Tox’s records showing that **you worked «Total_Weeks» workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires The Tox to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against The Tox.

If you worked for The Tox during the Class Period and/or the PAGA Period, you can:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against The Tox.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims against The Tox.
- (3) The Tox will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against The Tox that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is <u>October 20, 2025</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <u>October 20, 2025</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 17, 2025, at 10:00 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by <u>October 20, 2025</u>	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to The Tox's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by <u>October 20, 2025</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former The Tox employee. The Action accuses The Tox of violating California labor laws by failing to pay work off the clock, premium pay for missed meal and rest breaks, derivative wage statement, waiting time, and PAGA penalties. Plaintiff is represented by the following attorneys in the Action:

Frontier Law Center, 23901 Calabasas Rd., #1084, Calabasas, CA 91302 ("Class Counsel").

The Tox strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether The Tox or Plaintiff is correct on the merits. In the meantime, Plaintiff and The Tox hired Deborah Saxe of JAMS, a neutral mediator to help resolve the case. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) The Tox agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Tox will Pay \$201,000 as the Gross Settlement Amount (Gross Settlement). The Tox agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, The Tox will fund the Gross Settlement after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$66,330 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$3,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,750 to the Administrator for services administering the Settlement.
 - D. \$10,000 as the PAGA allocation with \$7,500 going to the LWDA.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and The Tox are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and The Tox have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will go to the Controller Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **October 20, 2025**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth their name, address, telephone number, and a statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue individual wage and hour claims against The Tox.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and The Tox have agreed that if these events occur the Settlement will be void. The Tox will not pay any money and Class Members will not release any claims.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and The Tox has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against The Tox or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

30. Effective upon the date the Defendants fully fund the settlement, of entry of an Order of Final Approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, release 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, attorneys, insurance, and anyone else acting for any of them ("Released Parties"), and discharge Released Parties from all claims, rights, demands,

liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants, arising under the Complaint and FirstThird Amended Complaint filed in the Los Angeles County Superior Court and the LWDA notice letter including, but not limited relating to, all claims under the California Labor Code, Wage Orders and related orders of the California Industrial Welfare Commission and Business and Professions Code section 17200, et seq. Class Members, on behalf of themselves, their heirs, executors, 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 description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants. The claims released under this paragraph shall include, but not necessarily be limited to: all claims and/or causes of action occurring during the Class Period under any federal, state or local law or administrative order that were or could have been plead based on the facts alleged in the operative class action Complaint whether known or unknown, including the failure to pay overtime wages at the correct regular rate of pay, provide meal and rest breaks, failure to provide accurate wage statements, the failure to pay meal and rest period premiums at the appropriate rate of pay, failure to pay for time performed off the clock, waiting time violations and any other claims whatsoever that were or could have been alleged in this case, including claims for restitution and other equitable relief under Business and Professions Code section 17200, conversion, liquidated damages, punitive damages, waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004, and claims and/or penalties of any nature whatsoever based on the facts alleged in the operative class action and PAGA complaint under California Business and Professions Code sections 17200, et seq., 17203; Labor Code sections 200-204, 206.5, 210, 218.5, 226-226.5, 226.7, 351-356, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2802, and 2698, et seq.; Code of Civil Procedure sections 382, 474, 1021.5; IWC Wage Orders No. 4; Fair Labor Standards Act, 29 U.S.C. sections 201, et seq., as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release expressly excludes claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period. This release and waiver, however, shall be conditional on fully funding the Maximum Settlement Amount necessary to fund all payment obligations as described herein."

The PAGA Aggrieved Employees will be bound by the following release:

31. Effective upon the Defendants fully fund the settlement, date of entry of an Order of Final Approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, each PAGA Member releases 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, attorneys, insurance, and anyone else acting for any of them ("Released Parties"). PAGA Members, on behalf of themselves, their heirs, executors, administrators, attorneys, agents and assigns, fully and finally release and discharge the Released Parties from all PAGA claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants and aggrieved employees will release PAGA claims even if class members request exclusion from the class. The claims released under this paragraph shall include, but not necessarily be limited to: all claims and/or causes of action occurring during the PAGA Period that were or could have been pled based on the facts alleged in the operative class action and PAGA complaint and amendments, PAGA notice letters and amendments, and administrative claims, whether known or unknown, for penalties under the Labor Code Private Attorneys General Act of 2004. This release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release expressly excludes claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the PAGA claims outside of the PAGA Period. This release and waiver, however, shall be conditional on fully funding payment of the Gross Settlement Amount necessary to fund all payment obligations as described herein. PAGA Aggrieved Employees will be entitled to their portion of PAGA Penalties regardless of whether or not the person opts out.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Net Settlement Amount will be distributed to Class Members on a pro rata basis, with those who signed Releases receiving approximately one fifth of the amount to be received by those who did not sign Releases. Thirty percent (30%) of each payment will be allocated to wages (W-2) and seventy percent (70%) of each payment will be allocated to interest, penalties, and other non-wages (Form 1099).
2. Individual PAGA Payments. The allocation to the aggrieved employees of \$2,500.00 will be distributed on a pro rata basis depending on the number of workweeks each aggrieved employee worked during the PAGA period.

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in The Tox's records, are stated in the first page of this Notice. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept The Tox's calculation of Workweeks based on The Tox's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and The Tox's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator

will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 20, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and The Tox are asking the Court to approve. Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 20, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **December 17, 2025, at 10:00 a.m.**, in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. It's possible the Court will reschedule the Final Approval Hearing. You can check the court website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything The Tox and Plaintiff have promised to do under the proposed Settlement. You can or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV055074.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Adam Rose
Email Address: adam@frontierlawcenter.com
Name of Firm: Frontier Law Center
Mailing Address: 23901 Calabasas Rd., #1084, Calabasas, CA 91302
Telephone: (818) 914-3433

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions
Email Address: info@phoenixclassaction.com
Mailing Address: P.O. Box 7208, Orange, CA 92863
Telephone: (800) 523-5773
Fax Number: (949) 209-2503

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

12. FINAL JUDGMENT

Notice of entry of final judgment can be posted on the Settlement Administrator's website velasquez-v-the-tox-corporation.phoenixcases.com.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	105
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	105
Subtotal Admin Only	\$5,750.00

TOTAL COSTS	\$5,750.00
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November 19, 2025

Case: Velasquez v. The Tox Corporation

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	11	\$21.00
NCOA (USPS)	\$0.15	105	\$15.75
Total			\$576.75

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	105	\$15.75
Notice Packet & Opt-Out Form	\$0.95	105	\$99.75
Estimated Postage (up to 1 oz.)	\$0.60	105	\$63.00
Total			\$493.50

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	8	\$8.00
Remail Notice Packets	\$0.95	8	\$7.60
Estimated Postage	\$0.60	8	\$4.80
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$235.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
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	2	\$170.00
Total			\$735.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.00	105	\$105.00
Estimated Postage Checks, W2 and 1099	\$0.50	105	\$52.50
Total			\$1,172.50

* 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 (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
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 (Postage Included)	\$1.50	22	\$33.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$900.00	1	\$900.00
Total			\$2,538.00

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

Total: \$5,751.15