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7 Danielle Burlile

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES

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

12 Plaintiffs,

13 v.

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

16 Defendants.

) NO. 23STCV05507

)  
) DECLARATION OF ADAM ROSE IN  
) SUPPORT OF MOTION FOR  
) PRELIMINARY APPROVAL

)  
) Date: May 22, 2025  
) Time: 10:00 a.m.  
) Dept: SSC7

17  
18  
19 I, Adam Rose, declare the following:

- 20 1. I am one of the attorneys representing the plaintiff in this matter. I have personal knowledge  
21 of the facts in this declaration, and if called on to testify about the facts I would competently do so.
- 22 2. A true and correct copy of the signed settlement agreement is attached as Exhibit A.
- 23 3. A true and correct copy of the proposed notice to class members is attached as Exhibit B.
- 24 4. A true and correct copy of the proposed opt out form is attached as Exhibit C.
- 25 5. I am uploading a copy of the settlement agreement to the LWDA portal at the same time as  
26 filing the motion for preliminary approval.

27 ///

6. For the analysis and work toward settlement, I participated in an all-day mediation with esteemed employment law mediator Deborah Saxe on October 30, 2023.

7. As a part of the preparation for mediation, I had the opportunity to review the following informal discovery produced by The Tox:

- a) Plaintiff Michelle Velasquez's personnel file, including time and payroll
- b) Aa sampling of the class members' wage statements,
- c) A sampling of class member' time sheets, and
- d) The employee handbook. Plaintiff analyzed the data to help perform a damages analysis to determine the maximum liability.

8. Based on an analysis of the data: the maximum unadjusted liability for each of the causes of action are the following:

- a) Meal break violations - \$161,278.50 and interest of \$26,370.42
- b) Rest break violations - \$553,312.80 and interest of \$90,475.75
- d) Off the clock violations - \$312,528.51 and interest of \$73,003.75
- e) Waiting time penalties - \$80,985.60
- f) Wage statement penalties - \$140,350.00

9. Thus, the maximum exposure amount (excluding PAGA) was \$1,438,305.33

10. For the PAGA penalties, the maximum exposure was \$840,560.40.

11. Thus, the total exposure for damages, interest, and all penalties, was \$2,278,865.73.

12. The unpaid wages, wage statement penalties, and PAGA penalties causes of action all come with statutory attorney fees.

13. The settlement of \$145,000 represents 6.3% of the total unadjusted maximum exposure.

14. The following discussion explains the risks with each of the causes of action and the corresponding risks and reductions:

- a) For the meal break violations, the risk is that a survey would be necessary to determine if the class members had similar experiences with working through breaks when the timekeeping showed they were clocked out. Plaintiff valued the maximum liability assuming a meal break violation rate of 43%. Even with this violation rate, Defendants still had a meal break

1 policy within the employee handbook, and time records generally showed meal periods when  
2 employees worked more than six hours a day. Thus, a more realistic meal break violation rate is  
3 half of the above number or \$93,824.49, since some of the class members may not have  
4 experienced the violations, and some of the class members signed releases with Defendants.

5 b) For the rest break violations the risk is that Plaintiff's experience might not comport  
6 with other class members' work experiences. Plaintiff places perhaps the strongest value on the rest  
7 break claim, since the service appointments at times occurred back-to-back. Assuming the back-to-  
8 back appointments occurred 75% of the time (about 3.5 days a week), the adjusted maximum  
9 liability is \$482,841.41.

10 c) For the off the clock violations, although Plaintiff maintained that she and other  
11 would have to stay beyond their scheduled shifts, there are no documents to show that work off the  
12 clock occurred. Plaintiff's position is that Defendant did not utilize a proper timekeeping system to  
13 track Class Members' hours, but there is no evidence to contradict the timekeeping records. Given  
14 these risks, a more realistic maximum liability is 30% of this amount, or \$115,659.85. The reason  
15 to reduce to 30% is the alleged off the clock work occurred roughly a third of the time, and some of  
16 the class members already signed releases with Defendants.

17 d) For wage statement penalties, there must be a knowing and intentional violation.  
18 Plaintiff would need to show that Defendants consciously chose not to include off-the-clock work  
19 and missed breaks, in addition to proving there actually was off the clock work and missed breaks.  
20 Given the risk that roughly half of the class members would not echo Plaintiff's experience,  
21 coupled with the fact that some of the class members already signed individual releases with  
22 Defendants, augurs that the maximum liability should be reduced by roughly half the amount to  
23 account for the risks. The adjusted maximum is \$70,175.

24 e) For the waiting time penalty, the risk is that some degree of willfulness must be  
25 shown, and there is a possibility of no willfulness if there were no off the clock work or missed  
26 breaks. Further, there was a relatively low amount of former employees, and that risk coupled with  
27 a possible finding of no willfulness could decrease the maximum by approximately a third to  
28 \$53,994.40 since some of the employees might not have experienced the same issues.

1 f) For the PAGA penalties, the first concept is that under *Amaral v. Cintas Corp. No. 2*  
2 (2008) 163 Cal.App.4<sup>th</sup> 1157, generally an employer is not liable for successive penalty violations  
3 unless they are notified of the initial violations. Since Defendant was apparently not notified until  
4 this case began, arguably only the initial (lower) PAGA penalties would apply. Also, the risks  
5 described above with the other causes of action would apply, since underlying violations of the  
6 Labor Code must be shown. The valuation of PAGA penalties is by nature quite high. Given the  
7 risks above, namely that some of the employees might not corroborate the off the clock work and  
8 missed meal and rest breaks, coupled with the fact that some of the employees signed individual  
9 releases with Defendants, the maximum PAGA penalties should be correspondingly reduced by  
10 half to \$480,280.20.

11 15. In sum, the settlement of \$145,000 is 6.3% of the unadjusted maximum liability, but given  
12 the above risks showing a more realistic range of a more provable liability, \$145,000 is 11.1% of  
13 the adjusted maximum liability of \$1,296,775.35, and both figures are within the range of  
14 reasonableness.

15 16. Also, considering the net settlement amount of \$69,400, the average recovery for the class  
16 members is \$1,085; however, each class members' recovery will depend on their respective  
17 number of workweeks and whether they already signed releases with Defendants – specifically,  
18 those who already signed releases with The Tox will receive approximately one-fifth of the amount  
19 to be received from those who did not signed releases. Thereafter, 30% of each class members'  
20 payment will be allocated to wages (W-2) and 70% of each payment will be allocated to interest,  
21 penalties, and other non-wages (Form 1099).

22 17. I am qualified to represent the class because since I graduated from University of San  
23 Francisco Law School in 1998, I have settled approximately 300 individual employment law cases  
24 (in addition to hundreds of additional personal injury and habitability cases), and I have handled the  
25 following class actions from start to finish: *Ramirez v. Arevalo Landscaping*, Los Angeles Superior  
26 Court case number BC397109; *Friedrich v. La Vaquita Corp.*, Los Angeles Superior Court case  
27 number BC564432; *Carvalho v. Staff Pro*, Alameda County Superior Court case number  
28 RG16812554; *Hart v. Marriott International, Inc.*, United States District Court case number 8:17-

1 cv-2021-JVS; *Cole v. Saucey, Inc.*, Los Angeles Superior Court case number BC707895; *Rowe v.*  
2 *Laura Geller Beauty, LLC*, United States Bankruptcy Court case number 1:18-bk-14102-MEW  
3 (New York); *Rowe v. Ulta Salon, Beauty, and Cosmetics, LLC*, Sacramento Superior Court case  
4 number 34-2019-00267231, *Luna et al. v. Triple Canopy, Inc.*, *Santa Clara Superior Court* case  
5 number 19CV345169, *Smith v. Budget Rent A Car System, Inc.*, United States District Court case  
6 number 2:19-cv-4720-SVW, *Shrum v. Sacramento Elite Patrol, Inc.*, Sacramento Superior Court  
7 case number 34-2019-002767231, *Morris v. Blue Mountain Enterprises, LLC*, Solano County  
8 Superior Court case number FCS035858, *Lopez v. Mac Arthur Co.*, Riverside County Superior  
9 Court case number RIC1905043, *Diaz v. Marriott International, Inc.*, San Diego Superior Court  
10 case number 37-2019-00044740, *Castellanos et al. v. Southwest Patrol, Inc.*, San Diego Superior  
11 Court case number 37-2020-00024905, *Inacio v. Land O' Lakes*, Merced Superior Court case  
12 number 19CV-04520, *GSG Wage and Hour Cases*, San Diego Superior Court case number  
13 JCCP5055, *Marroquin v. Teleferic Barcelona*, Santa Clara Superior Court case number  
14 21CV388821, *Gonzalez, et al. v. Golden Gate Bell*, Contra Costa Superior Court case number  
15 MSC21-00956, *Navarro Garcia v. Widdicombe Enterprises, Inc.*, Orange County Superior Court  
16 case number 30-2021-01235358, *Gonzalez v. Seven Seas Associates, LLC*, San Diego Superior  
17 Court case number 37-2023-00042280-CU-OE-CTL, *Navarro v. Squad Security CA, Inc.*, Los  
18 Angeles Superior Court case number 22STCV24108, and *Gagliardi v. Ralph Lauren Retail, Inc.*,  
19 Riverside County Superior Court case number CVRI2103581, and *Rodriguez v. RGIS, LLC*, Butte  
20 County Superior Court case number 23CV01731.

21 17. I also actively participated in and helped finalize class action settlements in the following:  
22 *Arya Security Services Cases*, Orange County Superior Court case number JCCP4991, *Allen v.*  
23 *Caine & Weiner*, Los Angeles Superior Court case number BC465806, *Terry v. SHAC, LLC dba*  
24 *Sapphire*, Eighth Judicial District of Nevada case number A-09-602800-C, *Carter v. Fantasy*  
25 *Castle*, Los Angeles Superior Court case number BC433666, *Blunt v. Valley Ball Cabaret*, Los  
26 Angeles Superior Court case number BC380265, *Hills v. Todd & Katie, Inc.*, Los Angeles Superior  
27 Court case number BC437919, *Lawrenz, et al. v. Blacktalon Enterprises, Inc.*, et al., Sacramento  
28 Superior Court case number 34-2019-00267748, *Stricklin, et al. v. First Alarm Security & Patrol*,

1 *Inc.*, Santa Clara Superior Court case number 18CV323753, *Rushing v. Security Intelligence*  
2 *Specialist Corporation*, San Mateo Superior Court case number 18-CIV-01808, *Massey v. Hummel*  
3 *+ Mann*, Santa Barbara Superior Court case number 21CV02985, *Sunshine Retirement Wage and*  
4 *Hour Cases*, Sacramento Superior Court case number JCCP5247, and *Houser v. Fish House Vera*  
5 *Cruz*, San Diego Superior Court case number 37-2023-00045659-CU-OE-NC.

6 18. I obtained FLSA certification and finalized FLSA settlements in *Desio v. Russell Road*  
7 *Food & Beverage*, U.S. District Court case number 2:15-1440-GMN (D.Nev.) and *Aguilar v.*  
8 *American-Paragon Protective Services*, U.S. District Court case number 5:20-cv-01892-EJD  
9 (N.D.Cal.).

10 19. I handled and finalized settlements on the following PAGA-only cases: *McAfee v. Chief*  
11 *Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall v. Pirch,*  
12 *Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v. American Guard*, Los  
13 Angeles Superior Court case number BC688437, *Hernandez v. Contemporary Services Corp.*, Los  
14 Angeles Superior Court case number BC684206, *McNeal v. Platinum Security Services*, Los  
15 Angeles Superior Court case number 19STCV05709, *Cruz v. Holder Construction Group, LLC*,  
16 Santa Clara Superior Court case number 19CV341862, *Nunes v. Westmont Living*, San Luis Obispo  
17 Superior Court case number 19CV-0935, *Gibson v. Swift Transportation Co.*, United States District  
18 Court case number 5:20-cv-00318-ODW, *Katabyan v. Awesome Doughnut*, Los Angeles Superior  
19 Court case number 20STCV19903, *Ayoub v. Harry Winston, Inc.*, United States District Court case  
20 number 4:21-cv-01599-JST, *Williams v. St. Joseph Personal Care Services, LLC*, Orange County  
21 Superior Court case number 30-2020-01134268-CU-OE-CXC, *Rodriguez v. Modern Parking, Inc.*,  
22 Los Angeles Superior Court case number 23STCV00936, *Valdivieso v. Universal Auto Group*, Los  
23 Angeles Superior Court case number 23GDCV00191, *Hanna v. Ulta Salon, Cosmetics &*  
24 *Fragrance, Inc.*, Sacramento Superior Court case number 34-2019-00252198, *Bullock v. Atria*  
25 *Management*, Nevada County Superior Court case number CU22-086285, *Ramirez-Batres v. Lee*  
26 *Mechanical Contractors, Inc.*, Kern County Superior Court case number BCV-23-102686,  
27 *Mathews v. Assignment America, LLC*, Los Angeles Superior Court case number 22STCV13033,  
28 *Castro v. Clay Lacy Aviation, Inc.*, Los Angeles Superior Court case number 21VECV00304,

1 *Elwood v. Alameda Healthcare & Wellness Center, LLC*, Alameda County Superior Court case  
2 number 23CV028398, *Vasquez v. Anton Devco, Inc.*, Sacramento County Superior Court case  
3 number 34-2021-00310326, *Selvy-Medina v. Nothing Bundt Cakes*, San Diego Superior Court case  
4 number 37-2023-00041657-CU-OE-CTL, *Lear v. DNS2 Management, LLC*, Riverside County  
5 Superior Court case number CVRI2304984, *Barboza et al. v. Mission Federal Credit Union*, San  
6 Diego Superior Court case number 37-2019-00024579-CU-OE-CTL, *Rosales v. All Day USA*  
7 *Operations, LLC*, San Mateo Superior Court case number 23-CIV-02945, *Gonzalez v. Spec*  
8 *Personnel*, Santa Clara Superior Court case number 23CV426656, and *Drasher v. Advanced*  
9 *Building Maintenance*, Sacramento County Superior Court case number 23CV008372.

10 21. Based on the above and the arguments in the motion, I strongly believe the settlement is  
11 fair, reasonable, and adequate, and I respectfully request the court to grant the motion for  
12 preliminary approval.

13  
14 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
15 and correct.

16 Date: April 2, 2024

/s/ Adam Rose

# Exhibit A

1           This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation  
2 of Settlement”) is made and entered into by and between Plaintiff DANIELLE BURLILE  
3 (“Plaintiff”) on the one hand (on behalf of herself and all other similarly situated former and  
4 current employees of Defendants, as set forth herein), and THE TOX CORPORATION, THE  
5 TOX HOLDINGS CORPORATION, and THE TOX LA MELROSE PLACE, LLC  
6 (collectively, “Defendants”) on the other hand. Plaintiff and Defendants are collectively referred  
7 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, a Class Action Complaint was filed in the Los Angeles  
24 County Superior Court on behalf of Michelle Velasquez and “[a]ll non-exempt employees who  
25 worked for Defendants in California from March 13, 2019, through the date of certification or  
26 judgement, whichever is earlier.” Case No. 23STCV05507 (“Action”). The Complaint alleged  
27 claims under the California Labor Code for meal period violations, rest period violations,  
28 overtime violations, minimum wage violations, wage statement penalties, and violation of the  
Unfair Competition Law.

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

3. On June 17, 2023, a First Amended Complaint was filed. The Amended Complaint alleged PAGA representative claims for overtime violations, meal break violations, rest break violations, work expenditure violations, wage statement violations, and waiting time violations.

4. On December 12, 2024 a Second Amended Complaint was filed that changed the class representative from Michelle Velasquez to Danielle Burlile.

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

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

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

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

9. The Second Amended Complaint alleges claims on behalf of the putative class and PAGA representative class for: (1) meal period violations or failure to pay 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 violations related to alleged-off-the-clock work; (5) failure to issue accurate wage statements; (6) violations of Unfair Competition Law; and (7) violations of PAGA. The First Amended Complaint seeks to recover premium pay at the correct regular rate of pay, payment of overtime at the correct regular rate of pay, payment for all of the clock work, wage statement penalties, restitution of unpaid wages and premium pay, PAGA penalties, attorneys' fees and costs, interest, liquidated damages, and other relief.

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

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

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

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

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

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

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

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

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

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

v. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;

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

vii. Whether Defendants engaged in unfair competition; and

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

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

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

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

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

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

15. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from the allegations and causes of action stated in the 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 include in its effect all claims contained in the operative Complaint, the First Amended Complaint, the LWDA notice letter and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the date of entry of an Order granting preliminary approval of class action and PAGA settlement and granting a full release of the Released Parties (as those entities are defined herein).

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

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

18. This Settlement provides for a process requiring Defendants to pay Settlement Awards (defined below) according to a specified formula. The "Gross Settlement Amount" ("GSA") is Two Hundred One Thousand Dollars and No Cents (\$201,000.00) on a non-reversionary basis, including the Settlement Awards, the attorneys' fees, and litigation costs to Class Counsel, costs and expenses directly or indirectly related to the Action (which includes all such fees, costs, expenses incurred to date, as well as such fees, costs, expenses incurred in documenting the Settlement, securing approval of the Settlement, administering and obtaining a judgment in the Action before the Court), the Incentive Award to the Class and PAGA Representative (discussed below), the claims administration costs, the PAGA allocation to the LWDA, penalties, and attorneys' fees and costs and any other payments provided by the Settlement. It is understood and agreed that Defendants' maximum total liability under the

Settlement shall not exceed \$201,000.00 for any reason whatsoever. It is further understood and agreed that \$45,000.00 will be paid to an escrow account maintained by the Settlement Administrator within thirty (30) calendar days of the Effective Date (defined below) and that the remainder will thereafter be paid in five (3) monthly installments. The first monthly installment will be paid within sixty (60) calendar 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 (i.e., five additional payments of \$33,000, \$33,000, \$33,000, \$28,000, and \$28,000.) This way, the entire settlement amount will be paid within six months of the effective date.

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

20. Defendants represent that there are 72 class members who worked an estimated 2,074 pay periods between the class Period from March 13, 2019 and January 30, 2025. Of this amount, 47 class members are also PAGA members.

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

### **TERMS OF SETTLEMENT**

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

a. It is agreed by and among Plaintiff and Defendants that this Action and any claims, damages or causes of action arising out of the Second Amended Complaint or Notice to the LWDA which are the subject of this Action, be settled and compromised as between the Settlement Class and Released Parties, as defined herein, subject to the terms and 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, the Effective Date will be twenty (20) calendar days after all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for

1 the Class and Defendants; (ii) the Court has given and entered preliminary approval of the  
2 Settlement; (iii) the Class Notice has been given to the Class Members, providing them with an  
3 opportunity to object or to opt-out of the Settlement; (iv) the Court has held a formal final  
4 fairness hearing and entered an Order of Final Approval and a judgment certifying the  
5 Settlement Class and finally approving of this Stipulation of Settlement and the terms; and (v)  
6 notice of the above has been provided to Defendants and the Claims Administrator.

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

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

28 In the event Defendants fail to fund the Settlement Amount within the time prescribed  
in Paragraph 20.c.viii, Class Counsel must give Defendants' counsel five (5) court days' notice,

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

8 c. Maximum Settlement Amount and Net Settlement Amount: To implement the  
9 terms of this Settlement, Defendants The Tox Corporation, The Tox Holdings Corporation, and  
10 The Tox LA Melrose Place, LLC, agree to pay a total of up to Two Hundred One Dollars and  
11 No Cents (\$201,000.00) ("GSA" or "Gross Settlement Amount") on a non-reversionary basis.  
12 This Gross Settlement Amount will include all Class Member and PAGA Member payments,  
13 the PAGA penalty payment to the LWDA, the Class and PAGA Representative Incentive  
14 Award, attorneys' fees, costs, and third-party administration costs. Defendants' obligation to  
15 pay the Gross Settlement Amount shall bind their successors and assigns and they cannot sell  
16 their business without ensuring that the payment obligation identified herein will be assumed by  
17 the new purchaser or, alternatively, that full payment of the Gross Settlement Amount shall  
18 occur as part of the sale notwithstanding any payment schedule identified in this Stipulation of  
19 Settlement.

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

i. Settlement Awards to Class Members: After all contingent costs are deducted, the Net Settlement Amount will be distributed to Class Members on a pro rata basis, which will be allocated as follows: 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). Defendants' records, including pay period data, are presumed to be accurate as they are normal business records. If any individual Class Member disputes the accuracy of Defendants' records, he or she will have the burden of proof to establish otherwise with documentary evidence. All workweek disputes shall be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all workweek disputes will be final and non-appealable.

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

iii. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification, Defendants further agree to pay Class Counsel's attorneys' fees and litigation costs as set forth in Paragraph 22 below. These fees and costs may be paid to Class Counsel as 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 this occur prior to the date the Settlement becomes Effective as defined in Paragraph 20.b.

iv. Class and PAGA Representative: The Parties agree to the designation of

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

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

23 v. Claims Administrator: The "Claims Administrator" will be Phoenix  
24 Class Action Administration Solutions or such other claims administrator as may be mutually  
25 agreeable to the Parties and approved by the Court. The fees of the Claims Administrator for  
26 work done shall be paid by Defendants out of the Maximum Settlement Amount and shall not  
27 exceed \$5,750. These costs may be paid as the funds are received from Defendants provided an  
28 Order of Final Approval of this Stipulation of Settlement has been granted and entered by the  
Court on the record. However, in no event will this occur prior to the date the Settlement

becomes Effective as defined in Paragraph 20.b.

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

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

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

d. Right to Rescission: If five percent (5%) or more of the Settlement Class opts-out of the Settlement Class by submitting valid and timely Requests for Exclusion as set forth in the Notice of Pendency of Class Action Settlement, Defendants shall have the right (but need not) in its sole discretion to rescind and void the entire Settlement, before Final Approval by the Court, by providing written notice to Class Counsel within fourteen (14) calendar days after the end of the Claims Period, provided the Settlement Administrator has previously furnished Defendants with the final number and percentage of valid and timely Requests for Exclusion. If

1 Defendants exercise this option, Defendants shall pay only costs of Settlement administration  
2 incurred up to that date. Defendants shall not be responsible for paying any of the attorneys'  
3 fees or costs set forth in this Stipulation of Settlement, or any other fees and/or costs incurred  
4 by Class Counsel to effectuate this Stipulation of Settlement. Defendants' termination of this  
5 Settlement shall have the same effect as would non-approval of the Settlement by the Court: the  
6 Parties shall revert to their previous positions, with all parties to this Settlement to stand in their  
7 same position, without prejudice, as if the Stipulation of Settlement had been neither entered  
8 into nor filed with the Court, and Defendants will not stipulate to class certification and will  
9 contend that a PAGA representative action is not appropriate.

#### 10 **SETTLEMENT ADMINISTRATION**

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

**ATTORNEYS' FEES AND LITIGATION COSTS**

24. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to Final Approval or modification by the Court, Defendants agrees to pay Class Counsel attorneys' fees not to exceed thirty-three percent (33%) of the Gross Settlement Amount, or in other words up to \$66,330.00 of the Gross Settlement Amount, and attorneys' costs. Defendants will not object to Class Counsel's application for attorneys' fees and litigation costs, estimated at \$18,000, up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the Final Approval and judgment. Class Counsel certifies that no liens for attorneys' fees or any further claims for attorneys' fees based on referrals to Class Counsel's firm exist and agrees to indemnify Defendants against any claim for attorneys' fees by any third-party beyond the amount provided for in this Settlement. Should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the maximum amounts set forth above shall be added to the Net Settlement Amount for distribution to Class Members and PAGA Members.

**NOTICE TO CLASS MEMBERS**

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

a. Within fifteen (15) calendar days of entry of an Order of Preliminary Approval 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, last-known home addresses, last-known home telephone numbers if available, Social Security Numbers or Federal Employment Identification Numbers, and hire and termination dates during the Class Period and PAGA Period so weeks worked and pay periods can be calculated by the

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

23       b. Class Notices returned to the Settlement Administrator as non-delivered shall be  
24 re-sent to the forwarding address, if any, on the returned envelope. If there is no forwarding  
25 address, the Settlement Administrator will do an NCOA check and one skip-trace return mail  
26 and re-mail the Class Notice within five (5) calendar days of receipt using the Class Member's  
27 Social Security Number; this search will be performed only once per Class Member by the  
28 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,  
Defendants, and the Settlement Administrator shall be deemed to have satisfied its obligations

to provide the Notice of Pendency of Class Action Settlement to the affected member of the Settlement Class. The affected member of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Final Approval Order and Final Judgment.

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

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

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

27. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants with a report listing the amount of all payments to be made to each Class Member and PAGA Member (unredacted). The Settlement Administrator will be responsible for making appropriate deductions, calculating and reporting the employer's share of payroll taxes on the Settlement Awards, paying to Class Counsel any Court-approved attorneys' fees and litigation costs to the extent any further payment is required, paying to the Class and PAGA Representatives any Court-approved Class and PAGA Representative 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**

28. 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.

29. 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 worked as a non-exempt, hourly California employee with Defendants and be signed by the Class Member. To be valid and effective, any objections to approval of the Settlement must be delivered to the Settlement Administrator, Class Counsel, and counsel for Defendants no later

1 than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to  
2 the Class Members. Class members who receive a re-mailed notice will have an additional 10  
3 days to submit an objection. If the Court rejects or overrules the objection, the individual will  
4 be bound by the terms of the Settlement. However, the court will hear from any class member  
5 who attends the final approval hearing and asks to speak regarding his or her objection regardless  
6 of whether they submitted a written objection.

7 **RELEASE BY THE CLASS MEMBERS**

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

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

23 **RELEASE BY THE PAGA MEMBERS**

24 31. Effective upon the date of entry of an Order of Final Approval by the Court of  
25 this Stipulation of Settlement, and except as to such rights or claims as may be created by this  
26 Stipulation of Settlement, each PAGA Member releases Defendants The Tox Corporation, The  
27 Tox Holdings Corporation, The Tox LA Melrose Place, LLC, and each of their respective parent  
28 companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties  
and all of their past and present directors, officers, shareholders, members, managers, joint

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

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

23 32. Plaintiff shall promptly submit this Stipulation of Settlement to the Los Angeles  
24 County Superior Court in support of the Motion for Preliminary Approval of Class Action and  
25 PAGA Settlement and determination by the Court as to its fairness, adequacy and  
26 reasonableness; Plaintiff agrees to provide Defendants the opportunity to review, at least three  
27 (3) business days before filing, the Motion for Preliminary Approval of Class Action and PAGA  
28 Settlement. Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to  
the Court for the entry of an order preliminarily approving of the Settlement in a form that is

mutually agreeable between the Parties and also provides for the following:

- a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and the Class and PAGA Representative Enhancement Award should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;
- b. Certifying a Settlement Class, Plaintiff as the Class and PAGA Representative, and Adam Rose and Manny Starr of Frontier Law Center as Class Counsel;
- c. Approving as to form and content the proposed Notice of Pendency of Class Action Settlement;
- d. Approving of the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Pendency of Class Action Settlement;
- e. Directing the mailing of the Notice of Pendency of Class Action Settlement and by first class mail to the Class Members;
- f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

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

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

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

34. 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**

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

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

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

38. 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**

39. 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](mailto:veronica.hunter@jacksonlewis.com)

### **NO PUBLIC COMMENT**

40. 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 the like in order to describe their experience to a court; the Parties will use their best efforts to reach agreement on all Court and/or administrative filings. Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any

website, or otherwise publicize the settlement. Plaintiff and Class Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. will take all steps necessary to ensure the Class and PAGA Representatives are aware of the restriction against public comment of the Settlement. Nothing in this paragraph shall prohibit Plaintiff or her counsel from discussing the Settlement with Class Members.

#### **CONSTRUCTION**

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

#### **CAPTIONS AND INTERPRETATIONS**

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

#### **MODIFICATION**

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

#### **INTEGRATION CLAUSE**

44. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated. No rights hereunder may be waived except in writing.

#### **BINDING ON ASSIGNS**

45. 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**

46. 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**

47. 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**

Dated: 3/14/2025

DocuSigned by:  
*Danielle Burlile*  
5BC0D866700A4F9  
DANIELLE BURLILE

**Defendants**

Dated: 3/17/2025 THE TOX CORPORATION, THE TOX HOLDINGS CORPORATION, and THE TOX LA MELROSE PLACE, LLC

By: Cartney Yeager

APPROVED AS TO FORM ONLY:

Dated: 3/14/2025

FRONTIER LAW CENTER

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DocuSigned by:

*Adam Rose*

D2C7FC7ADE79459...

By: \_\_\_\_\_

ADAM ROSE  
MANNY STARR  
Attorneys for Plaintiff MICHELLE  
VELASQUEZ

DATE: 03/17/2025

JACKSON LEWIS P.C.

By: \_\_\_\_\_

*[Signature]*

VERÓNICA T. HUNTER  
Attorney for Defendants  
THE TOX CORPORATION, THE TOX  
HOLDINGS CORPORATION, and THE TOX  
LA MELROSE PLACE LLC

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# Exhibit B

## 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 Danielle Burlile (“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 the date of preliminary approval.

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 \$\_\_\_\_\_ (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 \_\_\_\_\_ 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

|                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                             | 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).                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>You Can Opt-out of the Class Settlement</b><br><br><b>The Opt-out Deadline is _____</b>                                        | 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.                                                                                                                                                                                                                                                          |
| <b>Participating Class Members Can Object to the Class Settlement</b><br><br><b>Written Objections Must be Submitted by _____</b> | 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. |
| <b>You Can Participate in the Final Approval Hearing</b>                                                                          | The Court's Final Approval Hearing is <b>scheduled to take place on _____</b> . 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.                                                                                                                                                                                                                                                    |
| <b>You Can Challenge the Calculation of Your Workweeks</b><br><br><b>Written Challenges Must be Submitted by _____</b>            | 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 _____. 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.

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** \_\_\_\_\_, 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:

“Effective upon the 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, 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 First Amended Complaint filed in the Los Angeles County Superior Court and the LWDA notice letter including, but not limited 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, spouses, 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 and PAGA Complaint and amendments, PAGA notice letters and amendments, and administrative claims, 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, work expenditure reimbursement violations, 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. The Claim Form shall refer the reader to the Class Notice for a description of the other releases. The Claim Form shall also include anti-fraud provisions negotiated by the Parties, including requiring the last four (4) digits of the Class Member's Social Security Number to be entered by the Class Member and the signing of the Claim Form under penalty of perjury. This release and waiver, however, shall be conditional on the full payment of the Maximum Settlement Amount necessary to fund all payment obligations as described herein."

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

Effective upon the 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, spouses, 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. 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 the full payment of the Gross Settlement Amount necessary to fund all payment obligations as described herein.

#### **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 \_\_\_\_\_, 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 \_\_\_\_\_.** 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 \_\_\_\_\_ at \_\_\_\_\_ (time) 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:    | <a href="mailto:adam@frontierlawcenter.com">adam@frontierlawcenter.com</a> |
| 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:   | <a href="mailto:info@phoenixclassaction.com">info@phoenixclassaction.com</a> |
| 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.

# Exhibit C

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

DANIELLE BURLILE, individually and on  
behalf of all similarly situated individuals,

Plaintiffs,

v.

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

Defendants.

Case No. 23STCV05507

**OPT OUT FORM (REQUEST FOR  
EXCLUSION)**

MAIL OR FAX BY \_\_\_\_\_ to:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

COMPLETE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE  
SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS,  
YOU WILL NOT RECEIVE A PAYMENT FROM THE SETTLEMENT.

I understand that by opting out of the Class Action Settlement, I will not be eligible to receive any  
money that may result from any trial or settlement of this lawsuit. I do not wish to receive  
compensation under the terms of any judgment or settlement or otherwise participate in this Class  
Action. I also understand that even I opt-out of this Class Action Settlement, if I am deemed an  
Aggrieved Employee I will still receive an Individual PAGA Payment if I worked during the  
PAGA period.

If you wish to opt out of this Class Action, please check the box below.

---

☐

By checking this box, I affirm that I wish to be excluded from this Class Action Settlement.

Date Signed:

\_\_\_\_\_  
Signature

Name of Class Member: \_\_\_\_\_

Street Address: \_\_\_\_\_

City State Zip Code: \_\_\_\_\_

If you have any questions about this notice, you may also contact the Settlement Administrator at:

Phoenix Settlement Administrators

P.O. Box 7208 Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

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