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8 Attorney for Plaintiff
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10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 MICHELLE VELASQUEZ, individually and on) NO. 23STCV05507
13 behalf of all similarly situated individuals,)
14 Plaintiffs,) SUPPLEMENTAL BRIEF IN SUPPORT OF
15) MOTION FOR PRELIMINARY
16) APPROVAL
17 v.)
18 THE TOX CORPORATION, THE TOX) Date: July 31, 2024
19 HOLDINGS, LLC, THE TOX LA MELROSE) Time: 10:00 a.m.
20 PLACE, LLC, and DOES 1 to 100,) Dept: SSC7
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)
AND RELATED CROSS-ACTION.

1 I. POINTS IN THE CHECKLIST ABOUT THE SETTLEMENT AGREEMENT

2 Attached to the supplemental declaration of Adam Rose is the amended settlement agreement
3 that addresses the points from the preliminary approval checklist.

4 II. PAGA LETTER

5 The supplemental declaration of Adam Rose attached the PAGA letter and proof of submission
6 to the LWDA.

7 III. NOTICE TO CLASS MEMBERS IN ENGLISH

8 Generally, all of The Tox customers spoke English; thus all class members also spoke English.

1 IV. NO CONFLICT BETWEEN PLAINTIFF AND THE CLASS MEMBERS

2 Ms. Velasquez provides the concurrently filed supplemental declaration in support of her status
3 as the class representative. Further, there is no conflict between Plaintiff and the class members
4 relating to the individual settlement since the individual settlement is not based on any of the same
5 Labor Code violations as the class action allegations.

6 Instead, the theory for the individual settlement is a wrongful termination in violation of public
7 policy. Plaintiff's position is that after making complaints about working conditions at The Tox
8 locations, she was wrongfully terminated. This aspect is discrete from the Labor Code violations
9 that were alleged in the complaint, and as stated in Ms. Velasquez's declaration, she is completely
10 committed to advancing the interests of the class members.

11
12 V. CLASS MEMBERS WHO ALREADY SIGNED SETTLEMENTS

13 The Tox circulated Pick Up Stix settlement agreements with some of the class members. The
14 number of people who signed Pick Up Stix settlement agreements is 27 and the average payout was
15 \$606.

16 As stated in the motion for preliminary approval, the estimated average payout is \$1,085, but
17 given that roughly 40% of the class members signed Pick Up Stix settlements the average payout
18 would be less for those class members. During mediation, the proposal to address the Pick Up Stix
19 settlement agreements was to provide those class members would receive 1/5 of their proportionate
20 share of the net settlement amount to ensure no double recovery.

21
22 VI. CONCLUSION

23 Thus, Plaintiff submits that the points delineated in the preliminary approval checklist have
24 been addressed. Plaintiff respectfully requests the court to grant the motion for preliminary
25 approval, and to set a hearing for the motion for final approval.

26 Date: July 7, 2024

FRONTIER LAW CENTER

27 /s/ Adam Rose

Attorney for Plaintiff

28 Michelle Velasquez