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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF KINGS**

11 RAMIRO GALVAN, individually and on
behalf of others similarly situated,

12 Plaintiff,

13 vs.

14
15 RENT A TOILET, INC., DALIA PALACIO,
and DOES 1 through 50,

16 Defendants.
17

) CASE NO.: 23C-0050

) CLASS ACTION

) Assigned For All Purposes To:
Judge: Hon. Valerie R. Chrissakis
Dept.: 8

) **CLASS ACTION AND PAGA**
) **SETTLEMENT AGREEMENT**

) Complaint Filed: February 16, 2023
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1 This Class Action And PAGA Settlement Agreement (“Settlement” or “Agreement”) is
2 made by and between Plaintiff Ramiro Galvan (“Plaintiff”) and Defendants Rent A Toilet, Inc.,
3 RAT Incorporated, Dalia Palacio, and Edison Palacio (“Defendants”) (collectively the “Parties”)
4 with regard the claims asserted against the Defendants in a civil action titled *Ramiro Galvan vs.*
5 *Rent A Toilet, Inc., et al.*, Kings County Superior Court, Case No. 23C-0050 (the “Action”).

6 **I. THE SETTLEMENT**

7 Subject to Court approval pursuant to Rule 3.769 of the California Rules of Court and
8 Labor Code § 2699(1)(2), Plaintiff and Defendants have agreed to a settlement intended to fully
9 resolve all disputes between Plaintiff and Defendants in the Action based upon the terms and
10 conditions set forth in this Agreement including, but not limited to, Defendants, jointly and
11 severally, paying the sum of \$175,000.00 (One Hundred Seventy-Five Thousand Dollars and Zero
12 Cents) to establish a non-reversionary “Settlement Fund” to pay for claims of the Class Members
13 who do not opt out of the settlement, civil penalties under the Labor Code Private Attorneys
14 General Act (“PAGA”), an Enhancement Award to Plaintiff, the Settlement Administrator’s fee
15 and expenses, and reasonable attorneys’ fees and costs reimbursement to Class Counsel, in
16 exchange for the releases provided herein.

17 A summary of the terms of the settlement (“Settlement”) is as follows:

18 • For purposes of this Settlement, Defendants stipulate to certification of a Class
19 defined as follows: “Any and all persons who have been employed by Defendants as non-exempt
20 employees in California at any time during the Class Period, from February 16, 2019 to July 25,
21 2024.” There are a total of 107 Class Members, and they worked a total of 5961 Workweeks
22 during the Class Period.

23 • The Settlement is conditioned on and contemplates: (i) entry of an Order granting
24 preliminary approval of the Settlement, and (ii) entry of an Order granting final approval of the
25 Settlement and entry of Judgment approving the Settlement with retention of jurisdiction for
26 enforcing the terms of the Settlement.

27 • Upon the Court granting final approval of the Settlement, Defendants shall jointly
28 and severally pay the Settlement Fund amount on or before July 31, 2025 by transmitting a sum of

1 \$175,000.00 (One Hundred Seventy Five Thousand Dollars and Zero Cents) to an account to be
2 established by the Settlement Administrator for the benefit of this Settlement.

3 • Class Members need not submit a claim to be paid under the Settlement. Upon the
4 Court granting final approval of the Settlement, the Settlement Administrator will mail settlement
5 checks to Class Members who do not opt out of the Settlement.

6 • Out of the Settlement Fund, a sum of \$15,000.00 (Fifteen Thousand Dollars and
7 Zero Cents) shall be allocated as payment for civil penalties under PAGA, 75% of which
8 (\$11,250.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”), and the
9 remaining 25% (\$3,750.00) shall be paid to Settlement Aggrieved Employees (i.e., those Class
10 Members who were employed by Defendants during the PAGA Period), proportionally based on
11 the number of Pay Periods they worked during the PAGA Period, from February 16, 2022 to July
12 25, 2024, regardless of whether or not they otherwise opt out of the Class.

13 • Out of the Settlement Fund, a sum of \$10,000.00 (Ten Thousand Dollars and Zero
14 Cents) will be paid to Plaintiff, as Enhancement Award for his services to the Class and taking the
15 risks of bringing the Action as a class action, which has resulted in monetary benefits to the Class
16 Members, and in exchange for providing a general release for his individual known and unknown
17 claims against Defendants.

18 • Out of the Settlement Fund, a sum of \$6,000.00 (Six Thousand Dollars and Zero
19 Cents) will be paid to the Settlement Administrator for its fees and costs for administering this
20 Settlement. The Parties have agreed to hire Phoenix Settlement Administrators, an experienced
21 class action administrator, to serve as the Settlement Administrator.

22 • Out of the Settlement Fund, a sum of \$58,333.33 (Fifty-Eight Thousand Three
23 Hundred Thirty-Three Dollars and Thirty-Three Cents), which is one-third (33.33%) of the
24 Settlement Fund, will be paid to Class Counsel in reasonable attorneys’ fees for services they have
25 performed in this Action and anticipated to be performed in connection with seeking approval,
26 monitoring the implementation of this Settlement, and doing other work relating to these
27 proceedings in this Action.

28 • Out of the Settlement Fund, a sum not to exceed \$20,000.00 (Twenty Thousand

Dollars and Zero Cents) will be paid to Class Counsel for reimbursement of costs and other expenses incurred and reasonably anticipated to be incurred in this Action and this settlement.

- After deducting the Settlement Administrator's fees and costs, payments for settlement of PAGA claims, Enhancement Award to Plaintiff, and Class Counsel's reasonable attorneys' fees and reimbursement of costs from the Settlement Fund, the Net Settlement Amount, estimated at approximately \$65,666.67 (Sixty-Five Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents), will be allocated Class Members proportionally based on their respective Workweeks during the Class Period. Amounts allocated to Class Members who opt out of the Class shall be re-allocated to Class Members who do not opt out of the Class proportionally based on their respective shares of the Net Settlement Fund.

- Any settlement checks that are not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the money shall be transmitted to the California State Controller's Office, to be placed in its Unclaimed Property funds.

II. DEFINITIONS

Unless otherwise defined herein, all of the capitalized terms used in this Agreement shall have the meanings set forth below:

1. "Aggrieved Employees" means any and all persons who have been employed by Defendants as non-exempt employees in California at any time during the PAGA Period. There are a total of 55 Aggrieved Employees, and they worked a total of 2501 Pay Periods during the PAGA Period.

2. "Class" or "Class Members" means any and all persons who have been employed by Defendants as non-exempt employees in California at any time during the Class Period. There are a total of 107 Class Members, and they worked a total of 5961 Workweeks during the Class Period.

3. "Class Counsel" or "Plaintiff's Counsel" means:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF, APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

and

Sahag Majarian II
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18250 Ventura Blvd.
Tarzana, CA 91356
Phone: (818) 609-0807
Fax: (818) 609-0892

4. “Class Period” means the time period from February 16, 2019 to July 25, 2024.

5. “Counsel for Defendants” means:

Christina Di Filippo
Megan Crouch
Griswold LaSalle Cobb Dowd & Gin, LLP
111 E. Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656

6. “Effective Date” means the later of the time when: (i) the final approval Order is entered, if there is no objection to the Settlement; (ii) the final approval Order is entered, if there is one or more objections to the Settlement but all objections have been withdrawn before the final approval Order is entered; or (iii) the final approval Order becomes final and no longer subject to appeal, if there is one or more objections that have not been withdrawn when the final approval Order is entered.

7. “Enhancement Award” means the payment to Plaintiff for his services to the Class and taking the risks of bringing the Action as a class action, which has resulted in monetary benefits to the Class Members, and in exchange for providing a general release for his individual known and unknown claims against Defendants. The Enhancement Award payment is in addition to whatever payment Plaintiff is otherwise entitled to as a Class Member and an Aggrieved Employee under the Settlement. Subject to Court approval, Defendants have agreed to pay an Enhancement Award in the amount of \$10,000.00 (Ten Thousand Dollars and Zero Cents) to Plaintiff, to be paid out of the Settlement Fund.

8. “Final Approval Date” means the date that the Court grants final approval of this Settlement.

9. “Net Settlement Amount” means the total amount of money available under the terms of this Agreement for payment to the Class Members who do not opt out of the Settlement. The estimated amount of the Net Settlement Amount is \$65,666.67 (Sixty-Five Thousand Six

1 Hundred Sixty-Six Dollars and Sixty-Seven Cents), which is determined as follows: \$175,000.00
2 Settlement Fund minus \$15,000.00 settlement of PAGA claims, minus \$10,000.00 Enhancement
3 Award to Plaintiff, minus \$6,000.00 Settlement Administrator’s fee and costs, minus \$58,333.33
4 reasonable attorneys’ fees to Class Counsel, and minus \$20,000.00 reimbursement of costs and
5 expenses incurred by Class Counsel.

6 10. “Notice of Settlement” refers to the Notice of Class and PAGA Settlement,
7 attached hereto as Exhibit A, subject to Court approval, which will be translated into Spanish upon
8 Court approval, and mailed in English and Spanish to Class Members and Aggrieved Employees.

9 11. “PAGA Period” means the time period from February 16, 2022 to July 25, 2024.

10 12. “Pay Period(s)” means the number of weekly payroll period(s) Defendants paid
11 Aggrieved Employees during the PAGA Period.

12 13. “Preliminary Approval Date” means the date that the Court grants preliminary
13 approval of this Settlement.

14 14. “Response Period” refers to that 60 (sixty) calendar day period of time following
15 the date the Settlement Administrator mails the Notice of Settlement, within which any Class
16 Members who wish to be excluded (opt out) from the Settlement, object to the terms of the
17 Settlement, or challenge the number of Workweeks or Pay Periods stated in their customized
18 Notice of Settlement to do so by following the procedures set forth in this Agreement and the
19 Notice of Class and PAGA Settlement. The Response Period for those Class Members whose
20 Notice Packets are returned by the Post Office shall be extended by the time period for the
21 Settlement Administrator to receive the returned envelope, perform reasonable search for new or
22 better addresses, and re-mail the Notice.

23 15. “Released Class Claims” means any and all claims alleged against Defendants in
24 the First through the Fifth Causes of Action in the operative Second Amended Complaint, filed
25 May 19, 2023, arising during the Class Period based on the facts alleged therein, including claims
26 for alleged failure to pay wages for all hours worked, failure to pay waiting time penalty-wages,
27 failure to provide meal periods and failure to pay premium wages in lieu thereof, failure to provide
28 rest periods and failure to pay premium wages in lieu thereof, and failure to provide accurate wage

1 statements, in alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 510,
2 512, 226.7, 1194, 1197, Business and Professions Code section 17200, and the applicable
3 provisions of the Wage Orders.

4 16. “Released PAGA Claims” means any and all claims for civil penalties brought
5 under the Labor Code Private Attorneys General Act (“PAGA”), codified at Labor Code section
6 2698, *et seq.*, alleged against Defendants in the Sixth through the Ninth Causes of Action in the
7 operative Second Amended Complaint, filed May 19, 2023, arising during the PAGA Period
8 based on the facts alleged therein and set forth in the PAGA Claim Notice dated February 16,
9 2023, a copy of which is attached to the operative Second Amended Complaint, including claims
10 for civil penalties based on alleged failure to pay wages for all hours worked, failure to pay
11 waiting time penalty-wages, failure to provide meal periods and failure to pay premium wages in
12 lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof, and
13 failure to provide accurate wage statements, in alleged violations of California Labor Code
14 sections 200, 201, 202, 203, 226, 510, 512, 226.7, 1194, 1197, Business and Professions Code
15 section 17200, and the applicable provisions of the Wage Orders.

16 17. “Released Parties” means Defendants Rent A Toilet, Inc., RAT Incorporated, Dalia
17 Palacio, Edison Palacio, and each of its predecessors in interest, successors in interest, affiliates,
18 shareholders, directors, officers, managers, employees, attorneys, and agents.

19 18. “Settlement Agreement” or “Settlement” or “Agreement” means the terms and
20 conditions set forth in this Class Action And PAGA Settlement, which is subject to approval of the
21 Court, pursuant to Rule 3.769 of the California Rules of Court and Labor Code section 2699(l).

22 19. “Settlement Fund” means the sum of \$175,000.00 (One Hundred Seventy-Five
23 Thousand Dollars and Zero Cents) that Defendants agree to jointly and severally pay under the
24 terms of this Agreement. No portion of the Settlement Fund amount shall revert back to
25 Defendants.

26 20. “Workweek(s)” means the number of weekly payroll cycles in which Defendants
27 paid wages to the Class Members during the Class Period.
28

1 **III. PROCEDURAL BACKGROUND**

2 1. Defendants are in the business of providing portable toilets and related cleaning
3 services to their customers, employing on average of approximately 15 non-exempt employees in
4 various positions, including Service Technicians and Delivery Technicians. Plaintiff was one of
5 those employees.

6 2. On February 16, 2023, Plaintiff filed a class action complaint against Defendants
7 Rent A Toilet, Inc. and Dalia Palacio, alleging class claims for (1) failure to pay wages for all
8 hours worked, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to
9 provide accurate wage statements, and (5) violation of Business and Professions Code section
10 17200, *et seq.* On February 16, 2023, Plaintiff also sent written notice to the Labor and Workforce
11 Development Agency regarding claims for civil penalties pursuant to the PAGA.

12 3. On April 25, 2023, Plaintiff filed a First Amended Complaint, adding the Sixth
13 through the Ninth Causes of Action for civil penalties under PAGA, based on the alleged Labor
14 Code violations asserted in the First through the Fourth Causes of Action.

15 4. On May 19, 2023, based on stipulation of the Parties, Plaintiff filed the operative
16 Second Amended Complaint, substituting fictitiously sued Doe 1 and Doe 2 defendants with RAT
17 Incorporated and Edison Palacio.

18 5. On June 30, 2023, Defendants filed an Answer to the operative Second Amended
19 Complaint.

20 6. Shortly after the commencement of the Action, the Parties engaged in discovery,
21 including requests for admission, form and special interrogatories, and requests for production of
22 documents. Plaintiff took the deposition of Person Most Knowledgeable of Defendants Rent A
23 Toilet, Inc. and RAT Incorporated.

24 7. Counsel for the respective Parties engaged in numerous discussions regarding the
25 factual and legal issues involved in the Action, and their respective views on the strengths and
26 weaknesses of the claims and potential defenses.

27 8. Ultimately, the Parties agreed to participate in a private mediation to explore a
28 possible settlement to fully resolve all disputes in the Action.

1 9. On July 25, 2024, the Parties and their counsel participated in a full-day mediation
2 supervised by the Hon. Howard Broadman, an experienced and well-regarded mediator in this area
3 of law. The Parties were able to reach the terms of the settlement in principle, and executed a
4 short-form settlement agreement memorializing the key terms of the settlement.

5 10. In the ensuing weeks, the Parties and their counsel worked diligently until all the
6 terms of the Settlement are finalized, as set forth herein.

7 11. Plaintiff and Class Counsel recognize the expense and length of continued
8 proceedings necessary to litigate their disputes through trial and through any possible appeals.
9 Plaintiff and Class Counsel have also taken into account the uncertainty and inherent risks of the
10 outcome of further litigation, the complexities and uncertain merits of their claims and defenses,
11 the collection risks, and the delays inherent in further litigation. Plaintiff and Class Counsel have
12 also taken into account Defendants' agreement to enter into the Settlement that confers substantial
13 benefits to the Class Members. Therefore, Plaintiffs and Class Counsel have concluded that the
14 Settlement set forth in this Agreement is a fair, adequate and a reasonable Settlement, and is in the
15 best interests of the Class.

16 12. Defendants have concluded that any further defense of this litigation would be
17 protracted and expensive for all Parties. Defendants have also taken into account the significant
18 risks of further litigation in reaching its decision. Defendants have, therefore, agreed to settle in
19 the manner and upon the terms set forth in this Agreement.

20 **IV. THIS SETTLEMENT IS SUBJECT TO COURT APPROVAL**

21 This Agreement is conditioned on and contemplates: (i) entry of an Order granting
22 preliminary approval of the Settlement, and (ii) entry of an Order granting final approval of the
23 Settlement and entry of Judgment approving the Settlement with retention of jurisdiction for
24 enforcing the terms of the Settlement.

25 **V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

26 **A. Preliminary Approval Of Settlement**

27 As soon as practicable, Plaintiff shall submit this Agreement to the Court for review and
28 its preliminary approval. Such submission shall include such motions, pleadings and evidence as

1 may be required for the Court to determine that the terms of settlement set forth in this Agreement
2 are fair, adequate and reasonable, as required by Rule 3.769 of the California Rules of Court.

3 **B. Settlement Administrator**

4 The Parties have agreed to hire Phoenix Settlement Administrators, a third-party settlement
5 administrator, to administer this Settlement. The Settlement Administrator's fee and expenses are
6 \$6,000.00 (Six Thousand Dollars and Zero Cents), to be paid out the Settlement Fund.

7 **C. Notice To Class Members and Settlement Aggrieved Employees**

8 1. As soon as practicable, but no later than 14 (fourteen) calendar days after
9 the Court grants preliminary approval of the Settlement, Defendants shall provide the Class Data
10 to the Settlement Administrator. The Class Data shall include the following information for each
11 Class Member: the name, last-known home address, last-known home or cell phone number,
12 Social Security number, the number of Workweeks of the Class Member during the Class Period,
13 and the number of Pay Periods of the Aggrieved Employees during the PAGA Period. In addition,
14 Defendants shall provide the Settlement Administrator with tax withholding information and any
15 other or further information the Settlement Administrator may reasonably need to implement the
16 Settlement.

17 2. As soon as practicable, but no later than 14 (fourteen) calendar days after
18 receiving the database from Defendants, the Settlement Administrator shall print the Court-
19 approved Notice of Class and PAGA Settlement, in English and Spanish, and shall mail it to each
20 of the Class Members by U.S. First Class Mail. Prior to the mailing, the Settlement Administrator
21 shall run the Class Members' addresses through a National Change Of Addresses ("NCOA")
22 service, to obtain the most updated address information, and mail the Notice Packet to the most
23 current addresses available. The Settlement Administrator shall also perform a reasonable search
24 for new addresses for any Class Members whose Notice Packets are returned by the Post Office as
25 undeliverable, and promptly re-mail the Notice Packets to any newly found addresses.

26 3. The Notice of Class and PAGA Settlement shall inform the Class Members
27 of their right to opt out of the Settlement, object to the Settlement, and challenge the number of
28 Workweeks and/or Pay Periods stated on their individually customized Notice.

1 4. The Notice of Class and PAGA Settlement provided to each Class Member
2 and Settlement Aggrieved Employees shall set forth the individualized estimated amount the Class
3 Member will receive under the Settlement if the Class Member does not opt out of the Settlement,
4 as well as the estimated amount of PAGA settlement allocated to him/her as a Settlement
5 Aggrieved Employee, which will be mailed to him/her whether or not he/she opts out of the Class.

6 **D. Exclusion (Opt-Outs)**

7 1. Any Class Member who wishes to be excluded from this Settlement must
8 mail to the Settlement Administrator a written statement expressing his/her desire to be excluded
9 (or opt out) from the Settlement, which must be postmarked no later than 60 (sixty) calendar days
10 after the mailing of the Notice of Class and PAGA Settlement.

11 2. Any such written request for exclusion must include the name (and former
12 names, if any), signature, current address, telephone number, and shall recite the following
13 language or other words to the same effect:

14 I wish to opt out of the settlement of this case, *Galvan v. Rent A Toilet, Kings*
15 County Superior Court, Case No. 23C-0050.

16 3. Any Class Member who submits a valid and timely request for exclusion
17 from this Settlement shall be barred from participating in this Settlement, shall be barred from
18 objecting to this Settlement, shall receive no benefit from this Settlement (except for the portion of
19 PAGA settlement allocated to him/her), and shall not be bound by the terms of this Agreement.

20 4. The Settlement Administrator shall give notice to Class Counsel and
21 Counsel for Defendants of the name and number of Class Members who submit a timely request
22 for exclusion no later than 14 (fourteen) calendar days after the close of the Opt-Out Period.

23 **E. Cooperation**

24 The Parties will cooperate reasonably and in good faith for the purpose of achieving
25 occurrence of the conditions and accomplishing the terms set forth in this Agreement, including
26 without limitation, timely filing all motions, papers and evidence necessary to do so.

27 **F. Declaration of Compliance**

28 As soon as practicable, but no later than 14 (fourteen) calendar days following the close of

1 the Opt Out Period, the Settlement Administrator shall provide Class Counsel and Counsel for
2 Defendants with a declaration attesting to completion of the notice process set forth in this
3 Agreement, including an explanation of efforts to resend undeliverable notices returned with
4 forwarding addresses, the number of opt outs, and other information relevant to settlement
5 administration, which declarations shall be filed with the Court by Class Counsel along with their
6 papers requesting final approval of the Settlement.

7 **G. Sufficient Notice**

8 Compliance with the procedures described in this Agreement shall constitute due and
9 sufficient notice to Class Members of this Settlement and the Final Fairness and Approval
10 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the
11 named Plaintiffs, Class Counsel, Defendants, or Counsel for Defendants to provide notice of the
12 Settlement and the Final Fairness and Approval Hearing.

13 **H. Objections to Settlement or Challenges to Workweek Information**

14 1. Any Class Member who wishes to object to the approval of this Settlement,
15 or challenge the Workweek and/or Pay Period information stated in his/her Notice of Class and
16 PAGA Settlement, shall mail a written objection to the Settlement Administrator within 60 (sixty)
17 calendar days from the date of mailing of the Notice of Class and PAGA Settlement.

18 The Settlement Administrator shall promptly forward a copy of any and all objections to
19 Class Counsel and Counsel for Defendants. Any Class Member who submits an objection shall
20 retain the right to receive his/her share under the Settlement.

21 2. Responses to Objections.

22 Class Counsel and/or Counsel for Defendants shall file any responses to any written
23 objections submitted to the Court in accordance with this Agreement at least five (5) court days
24 before the Final Fairness and Approval Hearing.

25 **I. Final Fairness and Approval Hearing**

26 On the date set forth for the Final Fairness and Approval Hearing in the Order granting
27 preliminary approval of the Settlement, which shall be approximately 180 (one hundred eight
28 twenty) calendar days after the Court grants preliminary approval of this Agreement, a Final

1 Fairness and Approval Hearing shall be held before the Court in order to consider and determine
2 whether: (i) the Court should give this Agreement final approval; (ii) Class Counsel's application
3 for attorneys' fees and reimbursement of expenses they have incurred should be granted; (iii)
4 application for Enhancement Award for Plaintiff; and (iv) any timely objections made and all
5 responses by Class Counsel and Counsel for Defendant to such objections have any merit.

6 This Agreement is contingent upon approval by the Court. If the Court does not grant
7 preliminary or final approval, the Parties shall be restored to their positions prior to the execution
8 of this Agreement without waiver of any rights, remedies or defenses.

9 **J. Allocation of Net Settlement Amount**

10 1. Subject to Court approval, a sum of \$15,000.00 (Ten Thousand Dollars and
11 Zero Cents) of the Settlement Fund shall be allocated as payment for civil penalties under PAGA,
12 75% of which (i.e. \$11,250.00) shall be paid to the LWDA, and the balance of 25% (i.e.,
13 \$3,750.00) shall be allocated to Aggrieved Employees proportionally based on their respective
14 Pay Periods during the PAGA Period.

15 2. The Net Settlement Fund shall be allocated to the Class Members
16 proportionally based on their respective Workweeks during the Class Period. Amounts allocated
17 to Class Members who opt out of the Class shall be reallocated to other Class Members who do
18 not opt out of the Class, proportionally based on their shares under the Settlement.

19 3. For purposes of this Settlement, payment to the Class Members under this
20 Settlement shall be attributed as follows: 1/3 wages, 1/3 interest, and 1/3 penalties.

21 **K. Enhancement Award to Plaintiff**

22 Subject to Court approval, Defendants have agreed to pay as a part of the Settlement Fund,
23 and will not oppose application for, an Enhancement Award in the amount of \$10,000.00 (Ten
24 Thousand Dollars and Zero Cents) to Plaintiff, for services he rendered to the Class and taking the
25 risks of bringing the Action as a class action, which has resulted in monetary benefits to the Class
26 Members, and in exchange for providing a general release for his individual known and unknown
27 claims against Defendants. The Enhancement Award payment is in addition to whatever payment
28 Plaintiff is otherwise entitled to as a Class Member and as an Aggrieved Employee.

1 **L. Payment Of Class Counsel Attorneys' Fees And Costs.**

2 1. Subject to Court approval, Defendants have agreed to pay as a part of the
3 Settlement Fund, and will not oppose Class Counsel's application for, an award of attorneys' fees
4 in the amount of \$58,333.33 (Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and
5 Thirty-Three Cents), which represents one-third of the Settlement Fund, and reimbursement of
6 costs and expenses incurred in an amount not to exceed \$20,000.00 (Twenty Thousand Dollars
7 and Zero Cents), to be paid out of the Settlement Fund.

8 2. Except as provided herein, each of the Parties and Class Members shall bear
9 his, her or its own attorneys' fees and costs in connection with this Action.

10 **M. Time for Funding**

11 Upon the Court granting final approval of the Settlement, Defendants shall jointly and
12 severally pay the Settlement Fund amount on or before July 31, 2025 by transmitting a sum of
13 \$175,000.00 (One Hundred Seventy Five Thousand Dollars and Zero Cents) to an account to be
14 established by the Settlement Administrator for the benefit of this Settlement.

15 **N. Time for Disbursement**

16 Within 10 (ten) calendar days after receiving the funding of this Settlement, the Settlement
17 Administrator shall make the payments due under this Settlement and consistent with the
18 Preliminary Approval Order and Final Approval Order of the Court. The Settlement
19 Administrator shall make reasonable search for new or updated addresses for any settlement
20 checks that are returned by the Post Office, and promptly remail the settlement checks to any
21 newly found addresses.

22 **O. Uncashed Checks**

23 Subject to Court approval or otherwise ordered by the Court, any settlement checks that are
24 not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the
25 money shall be transmitted to the California State Controller's Office, to be placed in its
26 Unclaimed Property funds.

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1 **VI. LIMITATIONS ON USE OF THIS SETTLEMENT**

2 **A. No Admission of Liability.**

3 Neither the acceptance nor the performance by Defendants of the terms of this Agreement
4 nor any of the related negotiations or proceedings leading to settlement of the Action, including
5 approval of this Agreement by the Court, is or shall be claimed to be, construed as, or deemed a
6 precedent or an admission by Defendants of the truth of any allegations and claims made in the
7 Action by Plaintiffs.

8 **B. Circular 230 Disclaimer**

9 Each Party to this Stipulation (for purposes of this section, the “Acknowledging Party”;
10 and each party to this Stipulation other than the Acknowledging Party, an “Other Party”)
11 acknowledges and agrees that (1) no provision of this Stipulation, and no written communication
12 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended
13 to be, nor shall any such communication or disclosure constitute or be construed or be relied upon
14 as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his or its own,
16 independent legal and tax advisers for advice (including tax advice) in connection with this
17 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any Other
18 Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any
19 communication or disclosure by any attorney or advisor to any Other Party to avoid any tax
20 penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any
21 Other Party has imposed any limitation that protects the confidentiality of any such attorney’s or
22 adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
23 by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any
24 transaction contemplated by this Stipulation.

25 **C. Non-Evidentiary Use If No Approval; Continuing Jurisdiction of Court and**
26 **Evidentiary Use.**

27 If the Court for any reason does not approve this Settlement, neither this Agreement nor
28 any of its terms, nor any documents, communications, statements or conduct in the negotiation or

1 drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any
2 individual who requested to be excluded from the Class), Defendants, or their respective counsel,
3 in the Action or any other lawsuit or arbitration.

4 Provided the Court approves this Settlement, the Parties stipulate the Court shall continue
5 to have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure
6 section 664.6, and this Agreement may be used in any action or proceeding to interpret or to
7 enforce the Settlement, this Agreement or in any action or proceeding related to the Released
8 Claims. In the event of any legal action or proceeding related to, arising out of, or to enforce this
9 Agreement, the prevailing party shall be entitled to recover its, her or his actual attorneys' fees and
10 costs incurred in connection therewith.

11 **D. Nullification.**

12 1. If the Court for any reason does not approve this Settlement, this Agreement
13 shall be considered null and void, and all Parties shall stand in the same position, without
14 prejudice or waiver of any rights, remedies or defenses, as if this Agreement had been neither
15 entered into nor filed with the Court.

16 **VII. RELEASE**

17 **A. Limited Release by Class Members and Aggrieved Employees.**

18 1. Release of Class Claims: As of the Effective Date, and except as to such
19 rights or claims as may be created by this Settlement Agreement, Plaintiff and each Class Member
20 who does not opt out of the Settlement are deemed to have fully released and discharged the
21 Released Parties from all Released Class Claims.

22 2. Release of PAGA Claims: As of the Effective Date, and except as to such
23 rights or claims as may be created by this Settlement Agreement, Plaintiff and each Aggrieved
24 Employee are deemed to have fully released and discharged the Released Parties from all Released
25 PAGA Claims.

26 **B. General Release by Plaintiff**

27 In addition to the Released Class Claims and Released PAGA Claims described above, in
28 exchange for the Enhancement Award, Plaintiff, and only Plaintiff, also releases the Released

1 Parties from any and all claims, whether known or unknown, under federal law or state law arising
2 during the Class Period, excepting those claims that cannot be released as a matter of law, such as,
3 for example workers' compensation claims. Plaintiff understands that this release includes
4 unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section
5 1542 of the California Civil Code, which provides:

6 A general release does not extend to claims that the creditor or releasing party does
7 not know or suspect to exist in his or her favor at the time of executing the release,
8 and that if known by him or her would have materially affected his or her
9 settlement with the debtor or released party.

10 **VIII. MISCELLANEOUS PROVISIONS**

11 **A. Warranty.**

12 Plaintiff, Class Counsel, and Defendants represent and warrant that each of them has
13 authority to enter into this Agreement, and that by doing so they are not in breach or violation of
14 any agreement with any third parties. The Parties and their counsel further agree that the Action
15 shall be stayed in all respects except with respect to implementing and processing the Settlement,
16 and for the purposes of filing Motions for Preliminary Approval and Final Approval.

17 **B. Amendments.**

18 The terms and provisions of this Agreement may be amended only by a written agreement
19 which is both: (1) signed by Plaintiff, Class Counsel, Defendants, and Counsel for Defendants;
20 and (2) approved by the Court.

21 **C. No Inducements.**

22 Plaintiff and Defendants acknowledge that they are entering into this Agreement as a free
23 and voluntary act, without duress or undue pressure or influence of any kind or nature whatsoever,
24 and that neither Plaintiff nor Defendants, and each of them, have relied on any promises,
25 representations or warranties regarding the subject matter hereof other than as set forth in this
26 Agreement.

27 **D. No Prior Assignment.**

28 The Parties represent, covenant, and warrant that they have not directly or indirectly,

1 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
2 entity any portion of any liability, claim, demand, action, cause of action or rights herein released
3 and discharged except as set forth herein.

4 **E. Counterparts.**

5 This Agreement, and any amendments hereto, may be executed in any number of
6 counterparts, each of which when executed and delivered shall be deemed to be an original and all
7 of which taken together shall constitute but one and the same instrument.

8 **F. Successors.**

9 This Settlement Agreement shall be binding upon and inure to the benefit of the settling
10 Parties hereto and their respective heirs, executors, administrators, successors and assigns, and
11 upon any corporation, partnership or other entity into or with which any settling Party hereto may
12 merge, combine or consolidate. As used in the preceding sentence and elsewhere throughout this
13 Settlement Agreement, “including” shall mean including without limitation.

14 **G. Governing Law.**

15 This Settlement Agreement shall be governed by and construed, enforced, and administered
16 in accordance with the laws of the State of California, without regard for the law of the State
17 regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in
18 conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be
19 construed and enforced under, and all issues relating to the preclusive effect of such orders or
20 judgments shall be determined by, the laws of the State of California relating to the construction,
21 enforcement, and preclusive effect of orders and judgments entered by state courts.

22 **H. Regulation.**

23 In the event that any provision in this Settlement Agreement shall be affected by any rule,
24 regulation, ordinance, order, directive, or statute by any unit of government, whether state, federal,
25 or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take
26 precedence over any such provision of this Settlement Agreement to the contrary, and any such
27 offending provisions shall be deemed severable, and in no event shall Defendant be in violation of
28 this Settlement Agreement nor shall this Settlement Agreement be in any way affected should

Defendant take any action or change any of their business practices to comply with such state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

I. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

J. Integration.

This Agreement contains the entire agreement between the Parties concerning the subject matter thereof, and supersedes all prior agreements, understandings, commitments, and practices between the Parties thereto. No oral modifications, express or implied, may alter or vary the terms of this Agreement.

AGREED,

Dated: October ¹¹ __, 2024

PLAINTIFF: DocuSigned by:

Ramiro Galvan

Ramiro Galvan

Dated: October __, 2024

DEFENDANT:

RENT A TOILET, INC.

By: _____

Edison Palacio

Its: President and Authorized Representative

Dated: October __, 2024

DEFENDANT:

RAT INCORPORATED

By: _____

Edison Palacio

Its: President and Authorized Representative

Dated: October __, 2024

DEFENDANT:

Dalia Palacio

Dated: October __, 2024

DEFENDANT:

Edison Palacio

Defendant take any action or change any of their business practices to comply with such state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

I. Headings.

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J. Integration.

This Agreement contains the entire agreement between the Parties concerning the subject matter thereof, and supersedes all prior agreements, understandings, commitments, and practices between the Parties thereto. No oral modifications, express or implied, may alter or vary the terms of this Agreement.

AGREED,

Dated: October __, 2024

PLAINTIFF:

Ramiro Galvan

Dated: October 10, 2024

DEFENDANT:

RENT A TOILET, INC.

By: _____
Edison Palacio
Its: President and Authorized Representative

Dated: October 10, 2024

DEFENDANT:

RAT INCORPORATED

By: _____
Edison Palacio
Its: President and Authorized Representative

Dated: October 10, 2024

DEFENDANT:

Dalia Palacio

Dated: October 10, 2024

DEFENDANT:

Edison Palacio

APPROVED AS TO FORM:

Dated: October ¹¹ __, 2024

LAW OFFICE OF JUSTIAN JUSUF, APC
MAJARIAN LAW GROUP, APC

By: _____

Justian Jusuf

Attorneys for Plaintiff Ramiro Galvan, individually
and on behalf of others similarly situated

Dated: October __, 2024

GRISWOLD LASALLE COBB DOWD & GIN, LLP

By: _____

Christina Di Filippo
Megan Crouch

Attorneys for Defendants Rent A Toilet, Inc., RAT
Incorporated, Dalia Palacio, and Edison Palacio

1 **APPROVED AS TO FORM:**

2 Dated: October __, 2024

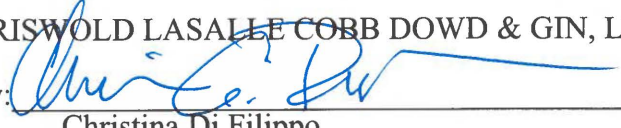
LAW OFFICE OF JUSTIAN JUSUF, APC
MAJARIAN LAW GROUP, APC

3
4 By: _____
Justian Jusuf

5 Attorneys for Plaintiff Ramiro Galvan, individually
and on behalf of others similarly situated

6 Dated: October 14, 2024

GRISWOLD LASALLE COBB DOWD & GIN, LLP

7
8 By:  _____
Christina Di Filippo
Megan Crouch

9 Attorneys for Defendants Rent A Toilet, Inc., RAT
10 Incorporated, Dalia Palacio, and Edison Palacio

Exhibit A

NOTICE OF CLASS AND PAGA SETTLEMENT

Galvan v. Rent A Toilet, Inc.
Kings County Superior Court, Case No. 23C-0050

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED AS NON-EXEMPT EMPLOYEES OF RENT A TOILET, INC. OR RAT INCORPORATED IN CALIFORNIA AT ANY TIME FROM FEBRUARY 16, 2019 TO JULY 25, 2024 (“CLASS PERIOD”) (“CLASS” OR “CLASS MEMBERS”)

A court authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully. Your rights may be affected.

- Ramiro Galvan, a former employee (“Plaintiff”) has sued Rent A Toilet, RAT Incorporated, Dalia Palacio, and Edison Palacio (“Defendants”), alleging that Defendants failed to pay non-exempt employees for all hours worked, failed to provide them with meal periods, rest periods, and accurate wage statements. Plaintiff also seeks civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).
- Defendants have denied any wrongdoing or liability, but Plaintiff and Defendants have agreed to a class action and PAGA settlement, and the Court has granted preliminary approval of the settlement.
- The Court has certified a Class for purposes of the Settlement, but has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.
- You received this Notice because you are a member of the Class according to Defendants’ records.
- Under the Settlement, you will receive approximately \$_____ in settlement of civil penalties under PAGA. This amount will be mailed to you whether or not you opt out of the Class Settlement.
- If you do not opt out of the Class Settlement, a sum of approximately \$_____ will be mailed to you upon the Court granting final approval of the settlement.
- The amounts listed above are based on Defendants’ records of the number of Workweeks you worked as a non-exempt in California during the Class Period (from February 16, 2019 to July 25, 2024) and Pay Periods you worked during the PAGA Period (from February 16, 2022 to July 25, 2024). Defendants’ records show that you worked: ____ Workweeks during the Class Period, and worked _____ Pay Periods during the PAGA Period.
- Upon the Court granting final approval and entering a judgment approving the settlement, the notice of judgment will be available at the Settlement Administrator’s website: _____.

YOUR RIGHTS UNDER THE SETTLEMENT

Do Nothing	Stay as Class Member. Receive money under the Settlement. Give up right to sue separately. By doing nothing, a settlement check will be mailed to you upon the Court granting final approval of the Settlement, but you give up any rights to sue Defendants separately for the claims being released under the Settlement.
Opt Out	Get out of this Settlement. Receive no money under the Settlement. Keep rights to sue separately. By excluding yourself (opting out) from the Class, you give up the right to receive money under the Settlement, but keep any rights to sue Defendants separately for the claims being released under the Settlement.
Object	If you feel any of the terms of the Settlement are unfair, you may object to the Settlement following the procedure described in this Notice. You have a right to appear through your

own attorney.

- Any questions after you read this Notice? Contact the Settlement Administrator at (XXX) XXX-XXXX or attorneys for the Class at (818) 609-0807 or (714) 274-9815.

The Superior Court of California for the County of Kings has granted preliminary approval to a class action settlement (the “Settlement”) in the above-captioned action (“Action”).

The Court has conditionally certified the following Class for settlement purposes only: “Any and all persons who have been employed by Defendants as non-exempt employees in California at any time during the Class Period, from February 16, 2019 to July 25, 2024.

A. DESCRIPTION OF THE LAWSUIT

Plaintiff has brought this lawsuit as a class action. In a class action, one or more persons bring claims in a lawsuit on behalf of themselves and others who are in a similar situation or have similar possible claims against one or more defendants. The Plaintiff in this case has made claims on behalf of all current and former non-exempt employees of Defendants in California at any time during the Class Period, from February 16, 2019 to July 25, 2024. In the lawsuit, Plaintiff alleges that Defendants failed to pay wages for all hours worked, failed to provide meal breaks, failed to provide rest breaks, and failed to provide accurate wage statements. Based on those allegations, Plaintiff seeks class damages for unpaid wages, unpaid waiting-time penalty-wages, unpaid premium wages due for failure to provide meal and/or rest breaks, restitution, civil penalties under PAGA, and other relief.

Defendants deny Plaintiff’s claims and deny any wrongdoing or liability. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses, and the parties have agreed to the Settlement.

Plaintiff and Class Counsel believe the Settlement is fair and in the best interest of the Class and for these reasons are seeking final approval of the Settlement. The attorneys for the employees (“Class Counsel”) in this lawsuit are:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

Sahag Majarian II
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Phone: (818) 609-0807
Fax: (818) 609-0892

The attorneys for Defendants are:

Christina Di Filippo
Megan Crouch
Griswold LaSalle Cobb Dowd & Gin, LLP
111 E. Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656

B. SUMMARY OF PROPOSED SETTLEMENT TERMS.

The following is a summary of the Settlement terms. The specific and complete terms of the Settlement are stated in the Class Action And PAGA Settlement Agreement, which has been preliminarily approved by the Court. A full copy of the Settlement Agreement and other documents relating to the Action and the Settlement are available on the Settlement Administrator’s website: _____. The Settlement Agreement, as well as other public documents filed in this case, can also be inspected during business hours in the Office of the Court Clerk of Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230.

Subject to the Court's final approval, the terms of the proposed Settlement are as follows:

1. Settlement Fund: Defendants will pay a total of \$175,000 (One Hundred Seventy-Five Thousand Dollars) to establish a Settlement Fund, to pay Class Members who do not opt out of the Settlement, civil penalties under PAGA, Enhancement Award to Plaintiff, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses.

2. Settlement Formula and Distribution.

A sum of \$15,000 from the Settlement Fund will be paid in settlement of claims for civil penalties under PAGA. Out of this amount, 75% (\$11,250) will be paid to the Labor and Workforce Development Agency, and the remaining 25% (\$3,750) will be paid to those who were employed as non-exempt employees in California by Defendants at any time during the PAGA Period (from February 16, 2022 to July 25, 2024). If you are eligible for this payment, the amount you will receive for this portion of the settlement is shown on the first page of this notice.

After deducting the \$15,000 PAGA settlement amount, the Enhancement Award to Plaintiff, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses, the remaining amount ("Net Settlement Fund") will be allocated to Class Members proportionally based on their respective Workweeks during the Class Period (from February 16, 2019 to July 25, 2024). The amount you will receive upon the Court granting final approval of the Settlement, if you do not opt out of the Settlement, is shown on the first page of this notice.

You do not need to do anything to receive your share under the Settlement. Upon the Court granting final approval of the Settlement, a settlement check for the PAGA portion will be mailed to you, regardless of whether or not you opt out of the Settlement. And if you do not opt out of the Settlement, the settlement check to you will also include the non-PAGA portion.

The approximate amounts of your share under the Settlement are shown on the first page of this Notice. The amounts were calculated based on Defendants' records of the number of Workweeks worked by you and other Class Members. If you disagree with the number of your Workweeks stated on this Notice, please write to the Settlement Administrator and state the number of Workweeks during the Class Period in which you were employed by Defendants as a non-exempt in California during the Class Period and PAGA Period, and attach any and all documents that support your claim (such as pay stubs, cancelled checks, etc.).

To dispute the number of your Workweeks, you must mail your challenge and supporting documents to the Settlement Administrator within 60 days of the mailing of this Notice. The deadline for you to submit your challenge is _____, 2024. Please be advised that the number of Workweeks stated on page one of this Notice is presumed to be correct unless the documents you timely submit prove otherwise.

3. Subject to the Court's final approval, the following amounts will be deducted from the total Settlement Fund prior to calculation of the Net Settlement Fund: (a) \$15,000 (Fifteen Thousand Dollars) in settlement of PAGA claims, (b) Class Counsel will seek an award of attorneys' fees for their services in this Action in the amount of approximately \$58,333 (Fifty-Eight Thousand Three Hundred Thirty-Three Dollars), which is one-third of the Settlement Fund, and reimbursement of costs and expenses they have incurred in this Actions in an amount not to exceed \$ [REDACTED] ([REDACTED] Thousand Dollars); (c) Class Counsel will ask the Court for an Enhancement Award of \$10,000 (Ten Thousand Five Hundred Dollars) for Plaintiff/Class Representative to compensate for the time and risk undertaken in bringing this Action as a class action and to give a general release to Defendants; and (c) payment to the Settlement Administrator for its costs and fees in administering the Settlement and payout process, in the amount of \$6,000 (Six Thousand Dollars).

4. Release.

Release of PAGA Claims: As of the Effective Date, and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiff and each Aggrieved Employee (including you) are deemed to have fully released and discharged Defendants Rent A Toilet, Inc., RAT Incorporated, Dalia Palacio, Edison Palacio, and each of its predecessors in interest, successors in interest, affiliates, shareholders, directors,

officers, managers, employees, attorneys, and agents any and all claims for civil penalties brought under the Labor Code Private Attorneys General Act (“PAGA”), codified at Labor Code section 2698, et seq., alleged against the Released Parties in the Sixth through the Ninth Causes of Action in the operative Second Amended Complaint, filed May 19, 2023, arising during the PAGA Period based on the facts alleged therein and set forth in the PAGA Claim Notice dated February 16, 2023, a copy of which is attached to the operative Second Amended Complaint, including claims for civil penalties based on alleged failure to pay wages for all hours worked, failure to pay waiting time penalty-wages, failure to provide meal periods and failure to pay premium wages in lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof, and failure to provide accurate wage statements, in alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 510, 512, 226.7, 1194, 1197, Business and Professions Code section 17200, and the applicable provisions of the Wage Orders.

Release of Class Claims: As of the Effective Date, and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiff and each Class Member who does not opt out of the Settlement are deemed to have fully released and discharged Defendants Rent A Toilet, Inc., RAT Incorporated, Dalia Palacio, Edison Palacio, and each of its predecessors in interest, successors in interest, affiliates, shareholders, directors, officers, managers, employees, attorneys, and agents from any and all claims alleged against Defendants in the First through the Fifth Causes of Action in the operative Second Amended Complaint, filed May 19, 2023, arising during the Class Period based on the facts alleged therein, including claims for alleged failure to pay wages for all hours worked, failure to pay waiting time penalty-wages, failure to provide meal periods and failure to pay premium wages in lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof, and failure to provide accurate wage statements, in alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 510, 512, 226.7, 1194, 1197, Business and Professions Code section 17200, and the applicable provisions of the Wage Orders.

C. TO RECEIVE YOUR SHARE OF THE MONEY UNDER THE SETTLEMENT.

You do not need to do anything to receive your share under the Settlement, and a settlement check will be mailed to you if you do not opt out of the Settlement. The estimated amount of your share under the Settlement is reflected on the first page of this Notice.

D. WHAT IF YOU DO NOTHING?

If you do nothing, you will remain a member of the Settlement Class, and a settlement check will be mailed to you upon final approval of the Settlement, pursuant to the terms of the Settlement. As a member of the Class, you will be bound by all the terms of the Settlement, including the release of the Released Class Claims, described above.

E. TO REQUEST EXCLUSION FROM THE SETTLEMENT.

If you want to be excluded (“opt out”) from the Settlement, you must mail a written request to be excluded (opt out) from the Settlement to the Settlement Administrator, at the address listed below, postmarked within 60 days of the mailing of this Notice. The deadline for you to submit a request to be excluded (opt out) from the Settlement is _____, 2024.

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[CITY AND ZIP CODE]

To be valid, your request to opt out of the Settlement must be in writing, and it must include your name (and former names, if any), signature, current address, telephone number, and shall recite the following language or other words to the same effect:

I wish to opt out of the settlement of this case, *Galvan v. Rent A Toilet, Inc.*, Kings County Superior Court, Case No. 23C-0050.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class,

and you will not be eligible to receive money for the settlement of class claims under the Settlement or object to the terms of the Settlement. However, you will not be bound by Released Class Claims, and may pursue any claims you may have, at your own expense, against Defendants.

F. OBJECTION TO THE SETTLEMENT AND/OR NOTICE OF INTENTION TO APPEAR.

If you do not opt out of the Settlement but believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so.

All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Galvan v. Rent A Toilet, Inc., Kings County Superior Court, Case Number 23C-0050), (b) be mailed to the Settlement Administrator, [ADMINISTRATOR'S ADDRESS AND ZIP CODE] within 60 days of the mailing of this, postmarked on or before _____, 2024.

The written objection must be signed and dated, and include your name, dates of employment as a non-exempt employees by Rent A Toilet, Inc. or RAT Incorporated in California, and a complete description of the basis for the objection. A Class Member who objects to the Settlement will still be considered a member of the Settlement Class.

G. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement is scheduled for _____, 2024, at _____ in Department 8 of the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230. The Final Approval Hearing may be continued without further notice, unless you have timely filed an objection. It is not necessary for you to attend this hearing, unless you file an objection and indicate your intention to appear.

Any Class Member who has not opted out will be bound by the Settlement approved by the Court at the Final Approval Hearing. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

H. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit, the Settlement and related matters. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the office of the clerk during business hours, at Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT

If your address changes, or is different from the address stated on the first page of this Notice, please promptly notify the Settlement Administrator or Class Counsel.