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8 Attorneys for Plaintiff RAMIRO GALVAN,
9 individually and on behalf of others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF KINGS**

12 RAMIRO GALVAN, individually and on
13 behalf of others similarly situated,

14 Plaintiff,

15 vs.

16 RENT A TOILET, INC., DALIA PALACIO,
17 and DOES 1 through 50,

18 Defendants.

) CASE NO.: 23C-0050

) CLASS ACTION

) Assigned For All Purposes To:
) Judge: Hon. Robert S. Burns
) Dept.: 2

) **NOTICE OF ENTRY OF ORDER**
) **GRANTING FINAL APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT AND JUDGMENT**
) **THEREON**

) Final Approval Hearing:
) Date: April 8, 2025
) Time: 8:15 a.m.
) Dept.: 2

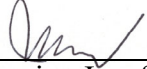
) Complaint Filed: February 16, 2023

1 TO EACH PARTY AND EACH ATTORNEY OF RECORD, AND TO THE
2 CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY:

3 PLEASE TAKE NOTICE THAT on April 8, 2025, the Court has entered an Order
4 Granting Final Approval of Class Action and PAGA Settlement and Judgment Thereon, a copy of
5 which is attached hereto and incorporated fully herein by this reference.

6 Dated: April 14, 2025

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

7
8 By:  _____
Justian Jusuf

9 Attorneys for Plaintiff Ramiro Galvan,
10 individually and on behalf of others similarly
11 situated
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Attorneys for Plaintiff RAMIRO GALVAN,
individually and on behalf of others similarly situated

FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
04/08/2025
NOC ONA SOBOLESKI, CLERK OF THE COURT
KAYA GODINEZ, DEPUTY



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

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

Plaintiff,

vs.

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

Defendants.

) CASE NO.: 23C-0050

) CLASS ACTION

) Assigned For All Purposes To:
) Judge: Hon. Robert S. Burns
) Dept.: 2

) ~~PROPOSED~~ ORDER GRANTING
) FINAL APPROVAL OF CLASS ACTION
) AND PAGA SETTLEMENT AND
) JUDGMENT THEREON

) Final Approval Hearing:
) Date: April 8, 2025
) Time: 8:15 a.m.
) Dept.: 2

) Complaint Filed: February 16, 2023

1 Plaintiff Ramiro Galvan (“Plaintiff”) and Defendants Rent A Toilet, Inc., RAT
2 Incorporated, Dalia Palacio, and Edison Palacio (“Defendants”) (collectively the “Parties”) have
3 reached a class action settlement, which includes a settlement of alleged claims for civil penalties
4 under the Labor Code Private Attorneys General Act (“PAGA”), intended to fully resolve all
5 disputes in this action, upon the terms and conditions set forth in the Class Action And PAGA
6 Settlement Agreement (“Agreement”), a copy of which was submitted on October 23, 2024 as
7 Exhibit 1 to the Declaration of Justian Jusuf in support of Plaintiff’s motion for preliminary
8 approval of the settlement.

9 On December 3, 2024, the Court granted preliminary approval of the Settlement, and set a
10 Final Approval Hearing for April 8, 2025 at 8:15 a.m.

11 Plaintiff has filed a motion for final approval of the Settlement.

12 After considering all submissions and arguments presented, IT IS HEREBY ORDERED,
13 ADJUGED AND DECREED:

14 1. The Court hereby GRANTS final approval of the class action and PAGA
15 settlement upon the terms and conditions set forth in the Agreement.

16 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

17 **Any and all persons who have been employed by Defendants as non-exempt**
18 **employees in California at any time during the Class Period, from February 16,**
2019 to July 25, 2024.

19 3. The Court hereby appoints Plaintiff Ramiro Galvan as Class Representative for
20 settlement purposes.

21 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf, APC
22 and Sahag Majarian II of the Majarian Law Group, APC as Class Counsel for settlement purposes.

23 5. The Court hereby approves the terms of the Settlement Agreement, and finds that
24 the Agreement was the product of serious, informed, non-collusive negotiations conducted at
25 arm’s length by the Parties. In making these findings, the Court considered the estimate of the
26 Class Members’ total recovery, Defendants’ potential liability, the allocation of settlement
27 proceeds among Class Members, and the fact that a settlement represents a compromise of the
28 Parties’ respective positions rather than the result of a finding of liability at trial. The Court

1 further preliminary finds that the terms of the Settlement Agreement have no obvious deficiencies
2 and do not improperly grant preferential treatment to any individual Class member.

3 6. The distribution of the Notice of Settlement as set forth in the Agreement has been
4 completed in conformity with the order granting preliminary approval of the Settlement. The
5 Notice of Settlement provided adequate notice of the proceedings and about the case, including the
6 proposed settlement terms as set forth in the Agreement. The Notice of Settlement fully satisfied
7 due process requirements. The Notice of Class Settlement was sent via U.S. Mail to all persons
8 entitled to such notice and to all Class Members and Aggrieved Employees who could be
9 identified through reasonable effort. As executed, the Notice of Settlement was the best notice
10 practicable under the circumstances.

11 7. All Class Members who did not opt out of the Settlement and all Aggrieved
12 Employees shall be bound by the releases provided in the Agreement and the Notice of Settlement.
13 As set forth in the Agreement and in the Notice, the Released Claims include: Any and all claims
14 alleged against Defendants in the First through the Fifth Causes of Action in the operative Second
15 Amended Complaint, filed May 19, 2023, arising during the Class Period based on the facts
16 alleged therein, including claims for alleged failure to pay wages for all hours worked, failure to
17 pay waiting time penalty-wages, failure to provide meal periods and failure to pay premium wages
18 in lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof,
19 and failure to provide accurate wage statements, in alleged violations of California Labor Code
20 sections 200, 201, 202, 203, 226, 510, 512, 226.7, 1194, 1197, Business and Professions Code
21 section 17200, and the applicable provisions of the Wage Orders.

22 8. The Released PAGA Claims include: Any and all claims for civil penalties brought
23 under the Labor Code Private Attorneys General Act ("PAGA"), codified at Labor Code section
24 2698, et seq., alleged against Defendants in the Sixth through the Ninth Causes of Action in the
25 operative Second Amended Complaint, filed May 19, 2023, arising during the PAGA Period
26 based on the facts alleged therein and set forth in the PAGA Claim Notice dated February 16,
27 2023, a copy of which is attached to the operative Second Amended Complaint, including claims
28 for civil penalties based on alleged failure to pay wages for all hours worked, failure to pay

1 waiting time penalty-wages, failure to provide meal periods and failure to pay premium wages in
2 lieu thereof, failure to provide rest periods and failure to pay premium wages in lieu thereof, and
3 failure to provide accurate wage statements, in alleged violations of California Labor Code
4 sections 200, 201, 202, 203, 226, 510, 512, 226.7, 1194, 1197, Business and Professions Code
5 section 17200, and the applicable provisions of the Wage Orders.

6 9. The Court hereby approves payment in the sum of \$15,000.00 (Fifteen Thousand
7 Dollars and Zero Cents), to be paid out of the Settlement Fund, in settlement of PAGA penalties,
8 75% of which (\$11,250.00) shall be paid to the Labor and Workforce Development Agency
9 ("LWDA"), and the remaining 25% (\$3,750.00) shall be paid to Aggrieved Employees,
10 proportionally based on the number of Pay Periods they worked during the PAGA Period, as
11 provided in the Agreement.

12 10. The Court hereby approves an Enhancement Award in the amount of \$10,000.00
13 (Ten Thousand Dollars and Zero Cents) to Plaintiff/Class Representative Romero Galvan, to be
14 paid out of the Settlement Fund, for his services to the Class and taking the risks of bringing the
15 Action as a class action and in exchange for providing a general release of his individual claims
16 against Defendants, as provided in the Agreement.

17 11. The Court hereby approves Phoenix Settlement Administrators having served as
18 the Settlement Administrator and approves its fees and costs in the amount of \$6,000.00 (Six
19 Thousand Dollars and Zero Cents), to be paid out of the Settlement Fund.

20 12. The Court hereby approves an award of reasonable attorneys' fees to Class Counsel
21 in the amount of \$58,333.33 (Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and
22 Thirty-Three Cents), which is one-third (33.33%) of the Settlement Fund, to be paid out of the
23 Settlement Fund. The Court hereby approves an award of costs reimbursement to Class Counsel
24 in the amount of \$20,000.00 (Twenty Thousand Dollars and Zero Cents), to be paid out of the
25 Settlement Fund. Defendants do not oppose these amounts. The Court finds that these amounts
26 are fair and reasonable under the circumstances both under the common fund approach and the
27 lodestar approach.

28 13. The Court hereby orders the Parties to implement the terms of the Agreement, and

1 directs the Settlement Administrator to implement the terms of the Settlement, including
2 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order and
3 Judgment.

4 14. Any settlement checks that remain uncashed after the expiration of the check
5 cashing period shall be transmitted to the California State Controller's Office, to be placed in its
6 Unclaimed Property funds.

7 15. This Judgment is intended to be a final disposition of this action in its entirety, and
8 is intended to be immediately appealable.

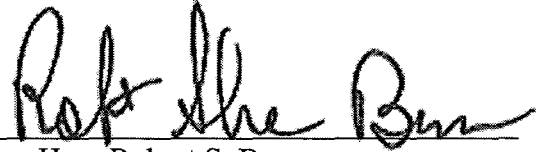
9 16. Pursuant to Rule 3.769(h) of the California Rules of Court and Code of Civil
10 Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the terms of the
11 Settlement and this Judgment.

12 17. A Status Conference Re: Settlement Compliance is scheduled for August 21, 2025
13 at 8:15 a.m. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

14 18. The Parties shall file a joint report and a declaration of the Settlement
15 Administrator regarding funding and disbursement of the Settlement Fund no later than 5 court
16 days before the hearing.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18 Dated: April 8th, 2025

19 
20

Hon. Robert S. Burns
Judge of the Superior Court

**IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS
1640 Kings County Drive
Hanford, CA 93230**

**CONFORMED COPY
ORIGINAL FILED ON**

APR 09 2025

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS

KG

DEPUTY

KAYA GODINEZ

Case No. 23C-0050

Ramiro Galvan,
Plaintiff / Petitioner,
VS.
Rent a Toilet, Inc; et.al.,
Defendant / Respondent.

Certificate of Mailing

I hereby declare under penalty of perjury that I am employed by the Kings County Superior Court, over the age of 18 and not a party to this action.

On April 9, 2025, I served the following, Order Granting Final Approval of Class Action and Paga Settlement and Judgment Thereon, by enclosing a true copy in a sealed envelope, and deposited at my place of business for collection and mailing with United States Mail at Hanford, California, following our ordinary business practices with which I am readily familiar addressed as follows:

Justian Jusuf
Law Office of Justian Jusuf APC
17011 Beach Blvd Ste 900
Huntington Beach, CA 92647

Date: April 9, 2025

Nocona Soboleski, Court Executive Officer

By: **KAYA GODINEZ**

Deputy Court Clerk, Kaya Godinez

I am over 18 years of age and not a party to this action. I am employed in the County of Orange. My business address is Law Office of Justian Jusuf, 17011 Beach Blvd., Suite 900, Huntington Beach, CA 92647. On the date stated below, I served from Huntington Beach, California a copy of the following document(s):

[X] (BY E-MAIL) sending via email a PDF copy of the document(s) to counsel for the parties:
Counsel for Defendants Rent A Toilet, Inc. and Dalia Palacio:
Christina Di Filippo (DiFilippo@griswoldlasalle.com)

Christina Di Filippo
GRISWOLD LASALLE COBB DOWD
& GIN, LLP
111 E. Seventh Street
Hanford, CA 93230

Sahag Majarian II
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356

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

Date: April 14, 2025


Justian Jusuf