

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

05/19/2023

NOCONA SOBOLESKI, CLERK OF THE COURT
SANDRA ACEVEDO, DEPUTY



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

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. Valerie R. Chrissakis
Dept.: 8

**SECOND AMENDED COMPLAINT FOR
DAMAGES, RESTITUTION, CIVIL
PENALTIES AND INJUNCTIVE RELIEF**

1. Failure to Pay Wages for All Hours Worked
2. Failure to Provide Meal Periods
3. Failure to Provide Rest Periods
4. Failure to Provide Accurate Wage Statements
5. Violation of Business and Professions Code section 17200, et seq.
6. PAGA (Failure to Pay Wages for All Hours Worked)
7. PAGA (Failure to Provide Meal Periods)
8. PAGA (Failure to Provide Rest Periods)
9. PAGA (Failure to Provide Accurate Wage Statements)

Complaint Filed: February 16, 2023

1 Plaintiff RAMIRO GALVAN ("Plaintiff"), individually and on behalf of others similarly
2 situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. Defendants RENT A TOILET, INC., DALIA PALACIO, RAT INCORPORATED,
5 EDISON PALACIO, and DOES 3 through 50 ("Defendants") are in the business of providing and
6 maintaining portable toilets, and related services, in California.

7 2. In the last four years, Defendants have employed approximately 500 persons as
8 non-exempt employees in California in various positions to provide those services. Plaintiff was
9 one of those employees.

10 3. Defendants maintained a practice of recording meal periods on Plaintiff's and other
11 non-exempt employees' time records when they did not actually take those meal periods, and
12 deducted the time recorded as meal periods from the employees' daily hours worked, resulting in a
13 failure to pay employees for all hours worked.

14 4. Defendants failed to provide meal periods in accordance with California law to
15 Plaintiff and other non-exempt employees, and failed to pay premium wages due under Labor
16 Code section 226.7.

17 5. Defendants failed to provide rest periods in accordance with California law to
18 Plaintiff and other non-exempt employees, and failed to pay premium wages due under Labor
19 Code section 226.7.

20 6. Defendants failed to provide accurate wage statements to Plaintiff and other
21 employees, in violation of Labor Code section 226(a). The failure to provide accurate wage
22 statements was knowing and intentional.

23 7. Plaintiff brings this action to recover class-wide relief for unpaid wages and the
24 corresponding overtime wages, unpaid premium wages for failure to provide meal periods and/or
25 failure to provide rest periods, waiting time penalty-wages due employees who are no longer
26 employed by Defendants, statutory damages, civil penalties, and other relief available in law and
27 at equity.

28 ///

PARTIES

8. Plaintiff RAMIRO GALVAN was employed by Defendants as a non-exempt employee in California within the last four years of the filing of this complaint.

9. Defendant RENT A TOILET, INC. is a business organization, form unknown.

10. Defendant DALIA PALACIO is a person.

11. Defendant RAT INCORPORATED is a business, form unknown.

12. Defendant Edison Palacio is a person.

13. Defendants RAT INCORPORATED and Edison Palacio were fictitiously sued as Does 1 and 2 in the original complaint (filed on February 16, 2023) and the First Amended Complaint (filed on April 25, 2023).

14. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the defendants sued as DOES 3 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will seek leave to amend this complaint when their true names and capacities are ascertained.

15. Each defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the class, and exercised control over their wages, hours, and working conditions. Each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action on behalf of himself and all others similarly situated current and former employees of Defendants as a class action pursuant to Section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class of current and former employees, currently defined as follows:

Any and all persons who have been employed by Defendants as non-exempt employees in California at any time during the applicable statute of limitations period.

1 17. The members of the Class include Plaintiff and all other persons employed by
2 Defendants to drive company trucks and clean portable toilets at locations assigned to them on
3 their routes. The members of the Class also includes other non-exempt employees in other
4 positions who were deprived of wage payments for all hours worked, deprived of proper meal
5 periods, deprived of proper rest periods, and/or deprived of accurate wage statements.

6 18. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
7 applicable law to amend or modify the class definitions with respect to issues or in any other
8 ways. Plaintiff is a member of and the named representative of the Class.

9 19. There is a well-defined community of interest in the litigation and the proposed
10 Class is ascertainable from Defendants' records.

11 20. Numerosity. The members of the Class are so numerous that individual joinder of
12 all of them as plaintiffs is impracticable. While the exact number of the Class members is
13 unknown to Plaintiff at this time, Plaintiff estimates there are approximately 500 Class members.

14 21. Commonality. Common questions of law and fact exist as to all Class members
15 and predominate over any questions that affect only individual members of the Class. These
16 common questions include, but are not limited to:

- 17 a) Whether Defendants paid their non-exempt employees wages for all hours
18 worked.
- 19 b) Whether Defendants provided meal periods to their non-exempt employees,
20 and whether they paid premium wages due on those workdays they failed to
21 provide meal periods.
- 22 c) Whether Defendants provided rest periods to their non-exempt employees,
23 and whether they paid premium wages due on those workdays they failed to
24 provide rest periods.
- 25 d) Whether Defendants provided accurate wage statements to their employees.
26 If not, whether the failure to do so was "knowing and intentional" within
27 the meaning of the law.
- 28 e) Whether injunctive relief is appropriate to ensure Defendants' compliance

1 with the requirements of the Labor Code with respect to members of the
2 Class who are still currently employed by Defendants.

3 22. Typicality. Plaintiff's claims are typical of the claims of the other members of the
4 Class. The claims asserted by Plaintiff can be asserted by members of the Class.

5 23. Adequacy. Plaintiff will adequately and fairly protect the interests of the members
6 of the Class. Plaintiff has no interest adverse to the interests of absent Class members. Plaintiff is
7 represented by attorneys who have substantial class action experience in wage-and-hour laws.

8 24. Superiority. A class action is superior to other available means for fair and
9 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
10 court. Class action treatment will allow a large number of similarly situated persons to prosecute
11 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
12 duplication of effort and expense that numerous individual actions would require. The damages
13 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
14 and the expense and burden of individual litigation would make it extremely difficult or
15 impossible for the individual Class members to seek and obtain individual relief. A class action
16 will serve an important public interest by permitting such individuals to effectively pursue
17 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
18 or contradictory judgments raised by individual litigation.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

21 **(Class Action by the Class Against All Defendants)**

22 25. Plaintiff incorporates the preceding paragraphs.

23 26. Plaintiff and all other members of the Class were covered by Labor Code sections
24 200, 510, 1194, and 1197.

25 27. As a result of Defendants' failure to pay wages for all hours worked, Plaintiff and
26 other members of the Class have suffered damages in an amount, subject to proof, to the extent
27 they were not paid the full wages due as required by the law. Pursuant to Labor Code section
28 1194, Plaintiff and other members of the Class are entitled to recover the full amount of their

1 unpaid wages, including interest thereon, reasonable attorneys' fees, and costs of suit.

2 28. Plaintiff and other Class Members who are no longer employed by Defendants are
3 entitled to waiting time penalty-wages due under Labor Code section 203, because Defendants'
4 failure to pay wages was "willful" within the meaning of Labor Code section 203.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS**

7 **(Class Action by the Class Against All Defendants)**

8 29. Plaintiff incorporates the preceding paragraphs.

9 30. Labor Code section 512 and the Wage Orders, including Wage Order 5, set forth
10 the requirements for every employer in California to provide meal periods to its employees. Labor
11 Code section 226.7 requires employer to pay premium wages for each day a proper meal period is
12 not provided.

13 31. Defendants failed to provide meal periods in accordance with California law to
14 Plaintiff and other members of the Class, and failed to pay premium wages due under Labor Code
15 section 226.7.

16 32. As a result of Defendants' failure to comply with their obligations under Labor
17 Code section 512 and the applicable Wage Order(s), Plaintiff and other members of the Class have
18 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
19 owed for Defendants' failure to provide meal periods as required by the law.

20 33. Plaintiff and other Class Members who are no longer employed by Defendants are
21 entitled to waiting time penalty-wages due under Labor Code section 203, because Defendants'
22 failure to pay premium wages was "willful" within the meaning of Labor Code section 203.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS**

25 **(Class Action by the Class Against All Defendants)**

26 34. Plaintiff incorporates the preceding paragraphs.

27 35. The Wage Orders, including Wage Order 5, set forth the requirements for every
28 employer in California to provide rest periods to its employees. Labor Code section 226.7

1 requires employer to pay premium wages for each day a proper meal period is not provided.

2 36. Defendants failed to provide rest periods in accordance with California law to
3 Plaintiff and other members of the Class, and failed to pay premium wages due under Labor Code
4 section 226.7.

5 37. As a result of Defendants' failure to comply with their obligations under the Labor
6 Code and the Wage Order(s), Plaintiff and other members of the Class have suffered damages in
7 an amount, subject to proof, to the extent they were not paid additional pay owed for Defendants'
8 failure to provide rest periods as required by law.

9 38. Plaintiff and other Class Members who are no longer employed by Defendants are
10 entitled to waiting time penalty-wages due under Labor Code section 203, because Defendants'
11 failure to pay premium wages was "willful" within the meaning of Labor Code section 203.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

14 **(Class Action By the Class Against All Defendants)**

15 39. Plaintiff incorporates the preceding paragraphs.

16 40. Labor Code section 226, sub-section (a), provides, in pertinent part: "Every
17 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
18 employees . . . an accurate itemized statement in writing showing (1) gross wages earned, (2) total
19 hours worked by the employee . . . , (5) net wages earned, . . . , and (9) all applicable hourly rates
20 in effect during the pay period and the corresponding number of hours worked at each hourly rate
21 by the employee"

22 41. Defendants failed to provide Plaintiff and other members of the Class the
23 statutorily required wage statements that accurately show their total hours worked, gross wages
24 earned, and/or amounts due under Labor Code section 226.7.

25 42. As a result of Defendants' failure to provide wage statements required by Labor
26 Code section 226, Plaintiff and other members of the Class are entitled to statutory damages,
27 attorneys' fees, costs, and other relief provided under Labor Code section 226, sub-section (e).

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE, SECTION 17200**

3 **(Class Action By the Class Against All Defendants)**

4 43. Plaintiff incorporates the preceding paragraphs.

5 44. The unlawful conduct of Defendants alleged herein constitutes unfair competition
6 within the meaning of Business and Professions Code section 17200, et seq.

7 45. Pursuant to Business and Professions Code section 17203, Plaintiff and other
8 members of the Class are entitled to restitution of all wages and other monies owed and belonging
9 to them, including interest thereon, that Defendants wrongfully withheld from them.

10 46. Pursuant to Business and Professions Code section 17203, Plaintiff and other
11 members of the Class are entitled to an injunctive relief to prevent the continuance of Defendants'
12 unlawful and unfair business practices.

13 47. Plaintiff and other members of the Class are entitled to recover reasonable
14 attorneys' fees pursuant to Code of Civil Procedure section 1021.5, the substantial benefit
15 doctrine, and/or the common fund doctrine.

16 **PAGA ALLEGATIONS**

17 48. Plaintiff asserts causes of action for civil penalties and other relief available under
18 the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq.

19 49. Pursuant to Labor Code § 2699.3, on February 16, 2023, Plaintiff gave the Labor
20 and Workforce Development Agency ("LWDA") a PAGA claim notice, a copy of which is
21 attached hereto as **Exhibit A** and incorporated fully herein by this reference.

22 50. The 65-day period prescribed by Labor Code § 2699.3, within which the LWDA
23 must decide whether to open its own investigation has expired (as of April 22, 2023), and the
24 LWDA has provided no notice of its intention to open its own investigation. Pursuant to PAGA,
25 Plaintiff is therefore authorized to seek civil penalties as provided in PAGA.

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1 **SIXTH CAUSE OF ACTION**

2 **PAGA – FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

3 **(Representative Suit Against All Defendants)**

4 51. Plaintiff incorporates the preceding paragraphs.

5 52. Defendants' failure to pay wages for all hours worked violated Labor Code sections
6 200, 510, 1194, and 1197.

7 53. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
8 all other relief available under PAGA.

9 **SEVENTH CAUSE OF ACTION**

10 **PAGA – FAILURE TO PROVIDE MEAL PERIODS**

11 **(Representative Suit Against All Defendants)**

12 54. Plaintiff incorporates the preceding paragraphs.

13 55. Defendants' failure to provide meal periods and pay premium wages in lieu thereof
14 violated Labor Code section 226.7.

15 56. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
16 all other relief available under PAGA.

17 **EIGHTH CAUSE OF ACTION**

18 **PAGA – FAILURE TO PROVIDE REST PERIODS**

19 **(Representative Suit Against All Defendants)**

20 57. Plaintiff incorporates the preceding paragraphs.

21 58. Defendants' failure to provide rest periods and pay premium wages in lieu thereof
22 violated Labor Code section 226.7.

23 59. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
24 all other relief available under PAGA.

25 **NINTH CAUSE OF ACTION**

26 **PAGA – FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

27 **(Representative Suit Against All Defendants)**

28 60. Plaintiff incorporates the preceding paragraphs.

61. Defendants' failure to provide accurate wage statements violated Labor Code section 226(a).

62. Plaintiff and other aggrieved employees are entitled to recover civil penalties and all other relief available under PAGA.

PRAYER

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

- A. For certification of this action as a class action;
- B. For appointment of Plaintiff as the representative of the Class;
- C. For appointment of counsel for Plaintiff as Class counsel;
- D. For unpaid wages and unpaid overtime wages under Labor Code sections 510, 1194;
- E. For premium wages due under Labor Code section 226.7;
- F. For restitutions of moneys wrongfully withheld;
- G. For waiting time penalty-wages under Labor Code section 203;
- H. For statutory damages under Labor Code section 226, sub-section (e), and section 226.3;
- I. For civil penalties and other relief available under PAGA;
- J. For prejudgment interest;
- K. For injunctive relief;
- L. For reasonable attorneys' fees under Labor Code sections 1194, 2699(g), 2802, and Code of Civil Procedure § 1021.5;
- M. For costs of suit; and
- N. For such other relief the Court deems just and proper.

Dated: May 19, 2023

LAW OFFICE OF JUSTIAN JUSUF, APC

By: 
Justian Jusuf

Attorney for Plaintiff RAMIRO GALVAN,
individually and on behalf of others similarly
situated

Exhibit A

LAW OFFICE OF JUSTIAN JUSUF
A PROFESSIONAL CORPORATION
17011 Beach Blvd., Suite 900 • Huntington Beach, California 92647
Phone (714) 274-9815 • Fax (714) 362-3148

February 16, 2023

California Labor & Workforce Development Agency (Via Electronic Filing):
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *Ramiro Galvan v. Rent A Toilet, Inc., Dalia Palacio, et al.*

To Whom It May Concern:

This office represents Ramiro Galvan (“Plaintiff”), a former employee of Rent A Toilet, Inc. and Dalia Palacio (“Defendants”).

This letter is sent pursuant to Labor Code § 2699.3, for purposes of bringing a civil action by Plaintiff, on behalf of himself and all other current and former employees of the Defendants (and potentially other defendants the identities of which are currently unknown to Plaintiff), against the Defendants, to seek civil penalties arising from various Labor Code violations discussed herein, pursuant to the Labor Code Private Attorneys General Act (“PAGA”), codified at Labor Code § 2698, *et seq.*

Defendants are in the business of providing and maintaining portable toilets, and related services, in California. Defendants have employed approximately 500 persons as non-exempt employees to drive company trucks and clean portable toilets at locations assigned to them on their routes, and in other positions (“Aggrieved Employees”). Plaintiff is one of the Aggrieved Employees.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

California law requires wage payment for all hours worked. Labor Code §§ 200, 510, 1194, and 1197.

Defendants maintained a practice of recording meal periods on Plaintiff’s and other non-exempt employees’ time records when they did not actually take those meal periods, and deducted the time recorded as meal periods from the employees’ daily hours worked, resulting in a failure to pay employees for all hours worked.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code § 512(a) provides as follows:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than

30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Section 11 of Wage Orders 4 (Professional, Technical, Clerical, Mechanical and Similar Occupations) and 5 (Public Housekeeping Industry) provides, in relevant parts:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Labor Code § 226.7(c) provides, in relevant part: "If an employer fails to provide an employee a meal or rest ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ..., the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest ... period is not provided."

Defendants failed to provide Plaintiff and other Aggrieved employees meal periods in accordance with California law. Plaintiff and other Aggrieved Employees regularly worked shifts that lasted more than six hours without any off-duty meal periods. Defendants failed to provide Plaintiff and other Aggrieved Employees any meal periods in accordance with Labor Code § 512 and/or Section 11 of Wage Order 4 and/or Wage Order 5, and failed to pay them the premium wages due under Labor Code § 226.7(c).

FAILURE TO PROVIDE REST PERIODS

Section 12 of Wage Orders 4 and 5 provides, in relevant part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be

in the middle of each work period.” California law requires employees to be relieved of all duties during rest periods. *Augustus v. ABM Security Services, Inc.* (2017) 2 Cal.5th 257.

Labor Code § 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Plaintiff and other Aggrieved Employees worked shifts that lasted more than three and one-half hours without any off-duty rest periods. Defendants failed to provide Plaintiff and other Aggrieved Employees any rest periods in accordance with Section 12 of Wager Order 4 and/or Wage Order 5, and failed to pay them the premium wages due under Labor Code § 226.7(c).

FAILURE TO PROVIDE WAGE STATEMENTS

Labor Code § 226(a) provides in relevant part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee”

In violation of Labor Code § 226(a), Defendants failed to provide Plaintiff and other Aggrieved Employees wage statements that accurately show their total hours worked and/or amounts due under Labor Code § 226.7.

PAGA CLAIMS

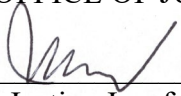
Plaintiff intends to bring a civil action for civil penalties pursuant to the PAGA regarding the foregoing Labor Code violations.

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within 60 calendar days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within 65 calendar days of this notice that the LWDA intends to investigate these allegations, Plaintiff may commence a civil action or amend an existing complaint, if a civil action has been commenced prior to the expiration of the 65-day period, complaint to add a cause of action for civil penalties under PAGA.

Plaintiff also intends to seek civil penalties against all those persons who may be liable under Labor Code § 558.1(a), which provides: "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Under Labor Code § 558.1(b), "For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code."

Very truly yours,

LAW OFFICE OF JUSTIAN JUSUF, APC

By: 

Justian Jusuf

COPY:

VIA CERTIFIED MAIL:

Rent A Toilet, Inc.
P.O. Box 793
Lemoore, CA 93245

Dalia Palacio
16866 Index Avenue
Lemoore, CA 93245

Christina G. Di Filippo
Griswold LaSalle Cobb Dowd & Gin, LLP
111 E. Seventh Street
Hanford, CA 93230
(Counsel for Rent A Toilet, Inc.)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dalia Palacio
16866 Index Avenue
Lemoore, CA 93245



9590 9402 5761 0003 9312 85

2. Article Number (Transfer from service label)

7019 2280 0001 3360 3340

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rent A Toilet, Inc.
P.O. Box 793
Lemoore, CA 93245



9590 9402 6292 0274 3586 22

2. Article Number (Transfer from service label)

7019 2280 0001 3360 3333

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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1. Article Addressed to:

Christina G. Di Filippo
Griswold LaSalle Cobb Dowd &
Gin, LLP
111 E. Seventh Street
Hanford, CA 93230



9590 9402 5761 0003 9312 78

2. Article Number (Transfer from service label)

7020 2450 0000 3791 9571

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7019 2280 0001 3360 3333

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Lemoore, CA 93245

Certified Mail Fee \$4.15		
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
Postage	\$0.63	
Total Postage and Fees \$8.13		
Sent To RENT A TOILET, INC.		
Street and Apt. No., or PO Box No. PO BOX 793		
City, State, ZIP+4® LEMOORE, CA 93245		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2280 0001 3360 3340

U.S. Postal Service™
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Lemoore, CA 93245

Certified Mail Fee \$4.15		
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
Postage	\$0.63	
Total Postage and Fees \$8.13		
Sent To DALIA PALACIO		
Street and Apt. No., or PO Box No. 16866 INDEX AVENUE		
City, State, ZIP+4® LEMOORE, CA 93245		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0000 3791 9571

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CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Hanford, CA 93230

Certified Mail Fee \$4.15		
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
Postage	\$0.63	
Total Postage and Fees \$8.13		
Sent To GRISWOLD LASALLE		
Street and Apt. No., or PO Box No. 111 E- SEVENTH STREET		
City, State, ZIP+4® HANFORD, CA 93230		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



IDA JEAN HAXTON
 9151 ATLANTA AVE
 HUNTINGTON BEACH, CA 92615-9998
 (800) 275-8777

02/16/2023 12:16 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.63
Lemoore, CA 93245			
Weight: 0 lb 0.90 oz			
Estimated Delivery Date Tue 02/21/2023			
Certified Mail®			\$4.15
Tracking #:	70192280000133603333		
Return Receipt			\$3.35
Tracking #:	9590 9402 6292 0274 3586 22		
Total			\$8.13

First-Class Mail® Letter	1	\$0.63
Lemoore, CA 93245		
Weight: 0 lb 0.90 oz		
Estimated Delivery Date Tue 02/21/2023		
Certified Mail®		\$4.15
Tracking #:	70192280000133603340	
Return Receipt		\$3.35
Tracking #:	9590 9402 5761 0003 9312 85	
Total		\$8.13

First-Class Mail® Letter	1	\$0.63
Hanford, CA 93230		
Weight: 0 lb 1.00 oz		
Estimated Delivery Date Tue 02/21/2023		
Certified Mail®		\$4.15
Tracking #:	70202450000037919571	
Total		\$4.78

First-Class Mail® Letter	1	\$0.63
Hanford, CA 93230		
Weight: 0 lb 1.00 oz		
Estimated Delivery Date Tue 02/21/2023		
Certified Mail®		\$4.15
Tracking #:	70202450000037919571	
Return Receipt		\$3.35
Tracking #:	9590 9402 5761 0003 9312 78	
Affixed Postage		-\$4.78
Affixed Amount:	\$4.78	
Total		\$3.35

Grand Total:	\$24.39
Credit Card Remit	\$24.39
Card Name: MasterCard	
Account #:	XXXXXXXXXXXX0614