FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 15 2026

D. Board DB

CM
MAY 15 2026

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JUSTIN BROWN, and SHAYNA AMSTER individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. JOSHUA'S PEST CONTROL, a California Limited Partnership; MOXIE PEST CONTROL, L.P., an Entity Unknown; MOXIE ADVISORS, LLC, a Utah Limited Liability Company; WALTON HOLDINGS GP, LLC, a Texas Limited Liability Company; MGFLEMING HOLDINGS, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2402875 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF FINAL JUDGMENT**

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims[1] (the

[1] See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on April 16, 2026.

"Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Joshua's Pest Control, L.P., Moxie Pest Control, L.P., Moxie Advisors, LLC, Walton Holdings GP, LLC, and MGFleming Holdings, Inc. ("Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, the Class Representatives, the Class Members, and Defendants.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following Class: "All current and former nonexempt (hourly paid) employees employed by Defendant Joshua's Pest Control, L.P., in California during the Class Period of May 24, 2020, through July 29, 2025." The Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all current and former nonexempt (hourly paid) employees employed by Defendant Joshua's Pest Control, L.P., in California during the PAGA Period of May 24, 2023, through July 29, 2025."

5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Kevin Lee filed on April 16, 2026), as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Class Members

and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

7. With respect to the Settlement Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and for the Class.

8. The Released Class Claims on behalf of the Participating Class Members included "all claims stated in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint including claims arising out the following alleged violations: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay final wages, (g) failure to provide accurate itemized wage statements, and (h) unfair and unlawful competition, as well as claims for restitution and other equitable relief, liquidated damages, or penalties and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Complaint."

9. The Released PAGA Class included: "all PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letters including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal

periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to pay vested vacation, (g) failure to timely pay wages each period, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, and (j) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the LWDA notice letters and Complaint."

10. There were no Objections and two Requests for Exclusion from the Settlement, which were submitted by Sophia Lerose and Christian Thomas Lerose. Excluding these two individuals, all other Class Members are Participating Class Members who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment as calculated by the Settlement Administrator.

11. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement and this Order and Judgment.

12. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement and this Order and Judgment.

13. By this Order and Judgment, the Class Representatives shall release, relinquish, and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally, by this Judgment, each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims.

14. By this Order and Judgment, Plaintiffs and the LWDA shall fully, finally, and forever release, relinquish and discharge Defendants and the Released Parties from all PAGA Released Claims, as defined in the Settlement Agreement and above.

15. The Settlement is not an admission of wrongdoing or violation by Defendants or any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither

this Order, the Settlement, or the Judgment nor any document referred to herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.

16. The Gross Settlement Amount to be paid under the Settlement Agreement is $500,000. From this amount, Class Counsel sought an award of attorney's fees of $166,666.67, litigation expenses of $28,925.88, a Service Award of $10,000 to each Plaintiff and Class Representative ($20,000 total), Settlement Administrator Costs of $10,000 to Phoenix Settlement Administrators, and $20,000 to PAGA Penalties (with 75% [$15,000] to the LWDA and 25% [$5,000] to the Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A. $166,666.67 to Class Counsel for attorneys' fees, which will be allocated as follows: 80% to Lauby, Mankin & Lauby, and 20% to Justice Law Corp.;

B. $28,925.88 to Class Counsel for costs/expenses, which will be allocated as $25,903.46 to Lauby Mankin Lauby LLP and $3,022.42 to Justice Law Corp.;

C. $10,000 each to Class Representatives Justin Brown and Shayna Amster as Service Awards;

D. $10,000 to the Settlement Administrator, Phoenix Settlement Administrators;

E. $15,000 to the LWDA;

F. $5,000 to the Aggrieved Employees;

G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA Payments, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
December 1, 2026	Payment #1 Due: Defendants Joshua's Pest Control, L.P., Moxie Pest Control, L.P., and Moxie Advisors, LLC, jointly and severally, are ordered to fund $250,000, which is one-half of the Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
10 days after receipt of Payment #1	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
June 1, 2027	Payment #2 Due: Defendants Joshua's Pest Control, L.P., Moxie Pest Control, L.P., and Moxie Advisors, LLC, jointly and severally, are ordered to fund the remaining $250,000, which is one-half of the Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments, which shall be distributed in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for the remaining one-half (50%) of the Court-awarded amounts.

10 days after receipt of Payment #2	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for the remaining one-half (50%) of the Court-awarded amounts.
180 days after distribution of Payment #2 (Approx. Dec. 8, 2027)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
January 20, 2028	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds to the State Controller.
Date: 1/27, 2028 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Labra and Madrigal v. Penn Emblem Company,* Case No. CVRI2402875, on behalf of the Participating Class Members (which includes "All current and former nonexempt (hourly paid) employees employed by Defendant Joshua's Pest Control, L.P., in California during the Class Period of May 24, 2020, through July 29, 2025.").

19. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a

check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. Pursuant to CMO ¶ H(8)(d), if any check that is issued to a current employee of Defendants is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the Defendants to have the check(s) delivered to the Participating Class Member at their place of employment. In the event that a Participating Class Members and/or Aggrieved Employees does not negotiate his/her check within this time period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Participating Class Member and/or Aggrieved Employee. Participating Class Members and/or Aggrieved Employees whose uncashed settlement checks are provided to the California State Controller's Office shall remain subject to the terms of the Judgment.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: May 15, 2026

Hon. Harold Hopp