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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 JUSTIN BROWN, and SHAYNA
12 AMSTER individually, on a representative
13 basis, and on behalf of all others similarly
situated;

14 Plaintiffs,

15 vs.

16 JOSHUA'S PEST CONTROL, a
17 California Limited Partnership; MOXIE
18 PEST CONTROL, L.P., an Entity
19 Unknown; MOXIE ADVISORS, LLC, a
20 Utah Limited Liability Company;
21 WALTON HOLDINGS GP, LLC, a Texas
22 Limited Liability Company;
MGFLEMING HOLDINGS, INC., a
California Corporation; and DOES 1
through 20, inclusive;

23 Defendants.
24

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**

25 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
26 forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the
27

28 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
6 \$500,000. From this amount, Class Counsel sought an award of attorney's fees of \$166,666.67,
7 litigation expenses of \$28,925.88, a Service Award of \$10,000 to each Plaintiff and Class
8 Representative (\$20,000 total), Settlement Administrator Costs of \$10,000 to Phoenix Settlement
9 Administrators, and \$20,000 to PAGA Penalties (with 75% [\$15,000] to the LWDA and 25%
10 [\$5,000] to the Aggrieved Employees. Defendant does not oppose these requests. The Court
11 finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set
12 forth below from the Settlement Amount:

- 13 A. \$166,666.67 to Class Counsel for attorneys' fees, which will be allocated
14 as follows: 80% to Lauby, Mankin & Lauby, and 20% to Justice Law
15 Corp.;
- 16 B. \$28,925.88 to Class Counsel for costs/expenses, which will be allocated as
17 \$25,903.46 to Lauby Mankin Lauby LLP and \$3,022.42 to Justice Law
18 Corp.;
- 19 C. \$10,000 each to Class Representatives Justin Brown and Shayna Amster
20 as Service Awards;
- 21 D. \$10,000 to the Settlement Administrator, Phoenix Settlement
22 Administrators;
- 23 E. \$15,000 to the LWDA;
- 24 F. \$5,000 to the Aggrieved Employees;
- 25 G. After deducting the foregoing payments from the Settlement Amount, the
26 remainder shall form the Net Settlement Amount payable to the
27 Participating Class Members as set forth in the Settlement Agreement and
28 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	<u>Payment #1 Due:</u> 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	<u>Payment #2 Due:</u> 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: _____, 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

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

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

19 IT IS SO ORDERED.

20 Dated: _____

21 _____
22 Hon. Harold Hopp
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