

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:

- 1) PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the
3 Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and
4 PAGA Settlement filed on December 15, 2025, between Plaintiffs Justin Brown and Shayna
5 Amster and Defendants Joshua’s Pest Control, L.P., Moxie Pest Control, L.P., Moxie Advisors,
6 LLC, Walton Holdings GP, LLC, and MGFleming Holdings, Inc. (“Defendants”) (collectively,
7 the “Parties”), as well as the Memorandum of Points and Authorities in Support of the
8 Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
9 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
10 HEREBY ORDERED:

11 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
12 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
13 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
14 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
15 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
16 arms-length negotiations conducted after the Parties adequately investigated and became familiar
17 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
18 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

19 2. For settlement purposes only, the Court finds that the proposed Class is
20 ascertainable and that there is a sufficiently defined community of interest among the Class
21 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
22 Class, for settlement purposes only: All current and former nonexempt (hourly paid) employees
23 employed by Defendant Joshua’s Pest Control, L.P., in California during the Class Period of
24 May 24, 2020, through July 29, 2025.

25 3. Additionally, the “Aggrieved Employees” are defined to include: All current and
26 former nonexempt (hourly paid) employees employed by Defendant Joshua’s Pest Control, L.P.,
27 in California during the PAGA Period of May 24, 2023, through July 29, 2025.
28

1 4. The class action settlement set forth in the Settlement Agreement between
2 Plaintiffs and Defendants is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiffs Justin Brown and
6 Shayna Amster as Class Representatives, and Brian Mankin, Peter Carlson, Douglas Han and
7 Shunt Tatavos-Gharajeh as Class Counsel.

8 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
9 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
10 Agreement, including but not limited to paragraphs 60 to 74.

11 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
12 Objection Form and Dispute Form (attached hereto as Exhibits A, B, C and D, respectively) that
13 the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
14 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the
15 settlement and of their options in connection with the settlement. Upon receipt of any Objection
16 Form, Exclusion Form, and/or Dispute Form, the Settlement Administrator shall send copies of
17 the same to Class Counsel.

18 8. The Settlement Administrator shall file a declaration concurrently with the
19 Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form
20 received by the Settlement Administrator.

21 9. In the event of a continuance of the hearing of the motion for final approval, the
22 Settlement Administrator must give notice of such continuance to any objecting party.

23 10. Class Members who wish to request exclusion or object to the Settlement via the
24 Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the
25 Settlement Administrator (and not to the Court) within the time periods set forth in the Class
26 Notice. Additionally, Class Members may dispute Weeks Worked by submitting the Dispute
27 Form and following the requirements and time periods set forth in the Notice.
28

1 11. The Settlement Administrator is directed to mail the Notice, Request for
2 Exclusion Form, Objection Form and Dispute Form by first class mail to the Class Members in
3 English in accordance with the Settlement Agreement and schedule set forth below.

4 12. The Court finds that the deadlines and methods set forth in the Settlement
5 Agreement for the mailing of the Notice and related forms described herein meet the
6 requirements of due process, provide the best notice practicable under the circumstances,
7 constitute due and sufficient notice to all persons entitled to notice, and satisfy the requirements
8 of California law.

9 13. The Court directs the Settlement Administrator to perform address verification
10 measures and mail the Notice Packet by first class mail to the Class Members not later than 15
11 days after it receives the “Class Data” as defined in the Settlement Agreement and to carry out
12 the Settlement according to the terms of the Settlement Agreement and in conformity with this
13 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
14 Settlement Agreement.

15 14. All Class Members shall be deemed to participate in the Settlement, although any
16 Class Member who wishes to comment on or object to the Settlement or who elects not to
17 participate in the Settlement has until forty-five (45) days after the mailing of the Notice Packet
18 to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the
19 Notice.

20 15. The Court approves the handling of unclaimed funds set forth in the Settlement
21 Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a
22 failure to timely cash a settlement check shall be issued to the State Controller’s Office in the
23 name of the Class Member, as set forth in the Settlement Agreement.

24 16. The following dates shall govern for purposes of this settlement:

25 January 8, 2026	Preliminary Approval (PA) hearing
26 February 6, 2026 27 (29 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
28 March 23, 2026 (45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the settlement.

16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____, 2026 Time: 8:30 a.m.	Final Approval Hearing <u>Proposed date:</u> May 8, 2026

17. A final approval hearing shall be held in this Court on the date and time above to determine (A) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (B) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (C) the amount of the Service Payment to the Class Representatives.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

19. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, the Settlement Administrator is directed to give notice of the new hearing date to the objecting party.

20. If the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: _____

Honorable Harold Hopp

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Brown and Amster v. Joshua's Pest Control et al.
(Riverside County Superior Court, Case No. CVRI2402875)

***The Riverside County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit filed by Justin Brown and Shayna Amster ("Plaintiffs" or "Class Representatives") against Defendants Joshua's Pest Control, L.P., Moxie Pest Control, L.P., Moxie Advisors, LLC, Walton Holdings GP, LLC, and MGFleming Holdings, Inc. ("Defendants") for alleged violations of the California Labor Code (the "Action"). (Plaintiffs and Defendants shall be collectively referred to as the "Parties").

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members, who are defined as "all current and former nonexempt (hourly paid) employees employed by Defendant Joshua's Pest Control, L.P., in California during the Class Period (which is May 24, 2020, through July 29, 2025)"; and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former nonexempt (hourly paid) employees employed by Defendant Joshua's Pest Control, L.P., in California during the PAGA Period (which is May 24, 2023, through July 29, 2025). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants' records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Weeks Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Joshua's Pest Control, L.P., in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by **DATE** ("Response Deadline"). See **Section 4, subsection 3** of this Notice.

In granting preliminarily approval of the proposed Settlement and approving this Notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees

to give up their rights to assert certain claims against Defendants.

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendants will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt-out” of the Settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion form by [REDACTED] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by [REDACTED] (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you must submit the Dispute Form with any supporting evidence to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party responsible for sending this Notice. (see Section 4 for more details on how to submit a dispute). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Weeks Worked you believe you should be credited and the Settlement Administrator and the Parties will consider your documentation and make a determination (with the assistance of the Court if necessary).

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: DATE TIME: 8:30 A.M.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws due to the alleged failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to pay vested vacation, failure to reimburse business expenses, failure to maintain required records, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all

applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The case did not immediately settle at mediation but the negotiations were ultimately successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Gross Settlement Amount. Defendants have agreed to pay a total gross settlement amount of \$500,000 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendants will fund the Settlement Amount in two equal payments in approximately December 2026 and December 2027. Payments to Class Members and Aggrieved Employees will be issued in two equal shares approximately 10 days after payment is received from Defendants. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Settlement Amount to Class Counsel for attorneys’ fees (\$**INSERT**), plus reasonable costs and expenses not to exceed \$30,000. To date, Class Counsel have incurred expenses on the Action without payment.

B. Up to \$10,000 each to the Class Representatives as a Service Payment for litigating the Action, working with Class Counsel, and representing the Class. The Service Payments will be the only monies the Plaintiffs will receive other than their Individual Class Payment and any Individual PAGA Payment.

C. \$10,000 to the Settlement Administrator for services administering the Settlement.

D. \$20,000 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections. The Settlement Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the “Released Parties” (which means Defendants, together with their respective former and present officers, directors, employees, and agents) based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Defendants and the Released Parties from any and 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. The time period governing the Released Class Claims shall be the Class Period. The Released Class Claims expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendants fully funded the Settlement Amount, Plaintiffs and the State of California and the LWDA shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period, including 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. The time period governing the Released PAGA Claims shall be any time during the PAGA Period. The Released PAGA Claims shall bind only Plaintiffs and State of California, but the judgment entered by the Court at Final Approval "binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-986.)

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members' Individual Workweeks during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of weeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Individual PAGA Workweeks for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants’ records, are stated in the tables on page 1 of this Notice. You have until DATE (the “Response Deadline”) to dispute the number of Workweeks credited to you by submitting the Dispute Form along with supporting evidence to the Settlement Administrator. Section 9 of this Notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will attempt to resolve challenges based on your submission and on input from Class Counsel and Defendants’ Counsel. If they cannot agree, your dispute will be submitted to the Court to render a final decision. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and qualified Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection on the enclosed Objection Form and include any and all evidence and supporting documentation or papers. The Objection Form and any accompanying documentation and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiffs' request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Objection Form, the dispute process, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice Packet and related forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your

own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on **DATE** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2402875) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel		Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Douglas Han, Esq. <i>doug@justicelawcorp.com</i> Lily Short, Esq. <i>lshort@justicelawcorp.com</i> Justice Law Corporation 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Tel: (818) 230-7502	Phoenix Settlement Administrators Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Brown and Amster v. Joshua's Pest Control et al.
(Riverside County Superior Court, Case No. CVRI2402875)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEFENDANTS WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT

By signing below, I am excluding myself from the Settlement:

By signing below, I represent that I do NOT want to participate in the settlement in *Brown et al. v. Joshua's Pest Control et al.* (Riverside Superior Court Case No. CVRI2402875). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and will have no right to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

EXHIBIT “C”

OBJECTION FORM

Brown and Amster v. Joshua's Pest Control et al.
(Riverside County Superior Court, Case No. CVRI2402875)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Brown et al. v. Joshua's Pest Control et al.* (Riverside Superior Court Case No. CVRI2402875) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

EXHIBIT “D”

DISPUTE FORM

Brown and Amster v. Joshua's Pest Control et al.
(Riverside County Superior Court, Case No. CVRI2402875)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendants and reflect the number of weeks worked for Defendant Joshua's Pest Control, L.P., in California as a nonexempt (hourly paid) during the applicable periods.

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 5/24/2020 through 7/29/2025	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 5/24/2023 through 7/29/2025	INSERT

DO YOU DISAGREE WITH ANY OF THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2025 [NAME] _____

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

<u>Settlement Administrator:</u>
Name Mailing Address Telephone Number