

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION--EQUITY
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry,	:	
	:	
Petitioner,	:	No. GD-19-5641
	:	
v.	:	
	:	
APTIVE ENVIRONMENTAL, LLC,	:	
	:	
Respondent.	:	

PETITION FOR RULE TO SHOW CAUSE WHY RESPONDENT APTIVE ENVIRONMENTAL, LLC SHOULD NOT BE SANCTIONED FOR VIOLATIONS OF ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry (hereinafter "Commonwealth" or "Petitioner"), and brings this *Petition for Rule to Show Cause Why Respondent Aptive Environmental, LLC Should Not be Sanctioned for Violations of Assurance of Voluntary Compliance* (hereinafter "Petition") pursuant to Section 201-8(a) of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter "Consumer Protection Law"), and this Honorable Court's inherent equitable powers, and in support thereof respectfully represents the following:

PARTIES

1. Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

2. Respondent Aptive Environmental, LLC (hereinafter "Respondent") is a limited liability company registered with the State of Utah with a business address of 5132 N 300 W #150 Provo, Utah 84604.

3. Respondent is registered as a Foreign Association with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with several business addresses in the Commonwealth, including a business address of 500 Bursca Drive #502, Bridgeville, Pennsylvania 15017.

BACKGROUND

4. On April 16, 2019, the Commonwealth filed with the Department of Court Records of Allegheny County, at No. GD-19-005641, an Assurance of Voluntary Compliance (hereinafter "Assurance") with Respondent pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5. A true and correct copy of the Assurance is attached hereto and incorporated herein as Exhibit A.

5. The Settlement Terms of the Assurance begins by identifying the entities subject to the terms of the Assurance, and states as follows: "Respondent agrees for itself, its successors, assigns, officers, partners, agents, representative (including but not limited to sales representatives) employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device. . ." See Ex. A at 4.

6. Under Paragraph II. A of the Assurance, Respondent was required to fully comply with the Consumer Protection Law and permanently enjoined from any violation thereof. See *id.* at ¶ II. A.

7. Under Paragraph II. H of the Assurance, Respondent was required to honor all requests from consumers to cancel contracts as permitted by Section 201-7 of the Consumer

Protection Law and/or the terms of Respondent's contracts, including, but not limited to, discontinuing service for such consumers. *See id.* at ¶ II. H.

8. Under Paragraph II. I of the Assurance, Respondent was required to satisfy the requirements of all applicable local peddling and solicitation ordinances within the Commonwealth. *See id.* at ¶ II. I.

9. Respondent knowingly, willingly and voluntarily entered into the agreement with the Commonwealth.

**SANCTIONS DUE TO WILLFUL UNFAIR OR DECEPTIVE ACTS OR PRACTICES
AS DEFINED BY THE CONSUMER PROTECTION LAW**

10. Since the Assurance was filed, Respondent has violated the Consumer Protection Law and specific provisions of the Assurance by a) soliciting business through residential door to door sales efforts without adhering to the requirements of the local peddling/solicitation ordinances, and b) failing to honor valid requests to cancel, including but limited to, continuing to service or attempting to service consumers who cancelled.

A. Violation of the peddling/solicitation ordinances

11. After the Assurance was filed, Respondent continued to engage in door to door solicitations without registering and/or acquiring the authorizations required by the local municipal ordinances, in violation of Paragraph II. I of the Assurance.

12. Since the Assurance became effective on April 16, 2019, there have been at least six (6) instances in which Respondent has contracted with consumers as a direct result of soliciting them at their homes without first registering and/or acquiring the necessary authorizations from the local municipality.

13. On April 27, 2019, Respondent solicited at least one consumer at their home in Ross Township, Allegheny County without the required license, as evidenced by the following:

- a. On April 27, 2019, Respondent entered into a service agreement with Consumer 1 at their home in Ross Township, Allegheny County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit B1.
- b. Ross Township requires a license from the Township Manager prior to soliciting services to consumers at their homes. *See* Ross Township Code, Chapter 13 Pt 1. (“It shall be unlawful for any peddler, canvasser or solicitor as defined in §13-102 of this Part to engage in any such business with in the Township of Ross without first obtaining a license therefore in compliance with the provisions of this Part.”)
- c. Respondent did not possess a valid solicitation license from Ross Township on April 27, 2016. A true and correct copy of the certified record indicating the lack of valid solicitation license on this date is attached hereto and incorporated herein as Exhibit B2.

14. On July 16, 2021, Respondent solicited at least one consumer at their home in West Lampeter Township, Lancaster County without the required permit, as evidenced by the following:

- a. On July 16, 2021, Respondent entered into a service agreement with Consumer 2 at their home in West Lampeter Township, Lancaster County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit C1.
- b. West Lampeter Township requires registration with the Township and the acquisition of a permit prior to soliciting services to consumers at their homes. *See* West Lampeter Township Code, Chapter 222. (“No person shall engage in

solicitation, peddling, distribution of handbills, and/or canvassing for the purpose of soliciting orders, sales or subscriptions for any goods, wares or merchandise, or for the purposes of soliciting or obtaining any business or commercial information without first having registered with and obtained a permit from the Township.”)

- c. Respondent did not possess a valid permit from West Lampeter Township on July 16, 2021. A true and correct copy of the certified record indicating the lack of a permit on this date is attached hereto and incorporated herein as Exhibit C2.

15. On August 7, 2021, Respondent solicited at least one consumer at their home in East Pennsboro Township, Cumberland County without the required license, as evidenced by the following:

- a. On August 7, 2021, Respondent entered into a service agreement with Consumer 3 at their home in East Pennsboro Township, Cumberland County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit D1.
- b. East Pennsboro Township requires a license from the Township Manager prior to soliciting services to consumers at their homes. *See* East Pennsboro Township Code, Chapter 13 Pt 2. (“No person shall engage in peddling or soliciting in the Township of East Pennsboro without first having taken out a license as herein provided.”)
- c. Respondent did not possess a valid license from East Pennsboro Township on August 7, 2021. A true and correct copy of the certified record indicating the lack of a license on this date is attached hereto and incorporated herein as Exhibit D2.

16. On May 9, 2022, Respondent solicited at least one consumer at their home in London Grove Township, Chester County without the required certification, as evidenced by the following:

- a. On May 9, 2022, Respondent entered into a service agreement with Consumer 4 at their home in London Grove Township, Chester County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit E1.
- b. London Grove Township requires a certificate of registration from the Board of Supervisors prior to soliciting services to consumers at their homes. *See* London Grove Township Code, Chapter 13 Pt 2. (“No person shall engage in peddling or soliciting in the township without first having obtained a certificate of registration to peddle or solicit, respectively, as more fully set forth in this part.”)
- c. Respondent did not possess a valid certification from London Grove Township on May 9, 2022. A true and correct copy of an attestation from the records officer affirming that Aptive was not authorized to engage in door to door sales on this date is attached hereto and incorporated herein as Exhibit E2.

17. On June 16, 2022, Respondent solicited at least one consumer at their home in West Brandywine Township, Chester County without the required license, as evidenced by the following:

- a. On June 16, 2022, Aptive entered into a service agreement with Consumer 5 at their home in West Brandywine Township, Chester County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit F1.
- a. West Brandywine Township requires a license from the Chief of Police prior to soliciting services to consumers at their homes. *See* West Brandywine Township

Code, Chapter 129. (“All persons wishing to engage in peddling or soliciting in the Township of West Brandywine must complete and file an application and be issued a license by the Chief of Police prior to the commencing of any peddling or soliciting activity within the Township.”)

- b. Respondent did not possess a valid license from West Brandywine Township on June 16, 2022. A true and correct copy of a certified record indicating the lack of a license on this date is attached hereto and incorporated herein as Exhibit F2.

18. On July 15, 2022, Respondent solicited at least one consumer at their home in Pocono Township, Monroe County without the required permit, as evidenced by the following:

- a. On July 15, 2022, Respondent entered into a service agreement with Consumer 6 at their home in Pocono Township, Monroe County. A true and correct copy of said contract is attached hereto and incorporated herein as Exhibit G1.
- b. Pocono Township requires a permit from the Township Zoning Officer prior to soliciting services to consumers at their homes. *See* Pocono Township Code, Chapter 288. (“Every person whether as principal or agent (excepting farmers selling their own produce and retail peddlers or deliverers of dairy products and food peddlers authorized by an employer for the sale of food products to his employees and not the general public) is forbidden to solicit, hawk or peddle any merchandise or any articles of trade or solicit funds or moneys or merchandise within the Township of Pocono unless and until a permit is obtained.”)
- c. Respondent did not possess a valid permit from Pocono Township on July 15, 2022. A true and correct copy of a certified record indicating the lack of any permit covering this date is attached hereto and incorporated herein as Exhibit G2.

19. All of the consumer contracts attached hereto as an exhibit (B1-G1) were signed by door-to-door sales representatives acting on behalf of Respondent, with the intent of creating a binding contractual relationship between the consumers and Respondent.

20. Thus, Respondent received and enjoyed the benefit from the sales representatives violating the local municipal ordinances and soliciting door-to-door without the necessary authorizations.

21. All of the consumer contracts attached hereto as an exhibit (B1-G1) were signed by different sales representatives, evidencing that the failure to obtain the necessary licenses and permits is systemic, rather than the isolated actions of a single individual.

22. Since the Assurance became effective on April 16, 2019, there have been at least nine (9) instances - - separate and apart from the violations identified in paragraphs 13-18 above - - in which Respondent has been cited by local police departments, and pled guilty to, failing to comply with the local solicitation ordinances.

23. The docket sheets evidencing each instance Respondent pled guilty to violating a peddling/solicitation ordinance after the entry of the Assurance are attached as Exhibit H, and the charges are summarized as follows:

- a. Solicitation without a permit in Bucks County on May 12, 2019 (MJ-07208-NT-188-2019);
- b. Soliciting Residence in the Twp that is Listed on the Do Not Solicit Registry in Chester County on July 17, 2019 (MJ-15304-NT-227-2019);
- c. Soliciting Residence in the Twp that is Listed on the Do Not Solicit Registry in Chester County on July 18, 2019 (MJ-15304-NT-228-2019);

- d. Permit required for door-to-door solicitations in Bucks County on June 1, 2021 (MJ-7208-NT-164-2021);
- e. Peddling & Soliciting-License Required in Montgomery County on April 25, 2022 (MJ-38203-NT-62-2022);
- f. Peddling & Soliciting-License Required in Montgomery County on April 26, 2022 (MJ-38203-NT-76-2022);
- g. Peddling & Soliciting-License Required in Montgomery County on April 26, 2022 (MJ-38203-NT-77-2022);
- h. Peddling & Soliciting-License Required in Montgomery County on July 18, 2022 (MJ-38203-NT-107-2022); and
- i. Peddling & Soliciting-License Required in Montgomery County on July 18, 2022 (MJ-38203-NT-108-2022).

24. The guilty pleas were signed by Respondent's Philadelphia branch manager at the time. Specifically, the 2019 guilty pleas were signed by Josh Decker and one of the more recent guilty pleas was signed by Timothy Behrle. *See* Exhibit I.

25. Thus, the guilty pleas identify Respondent as the party violating the local solicitation ordinances, as well as the entity accepting responsibility for the violations.

26. In addition to the above violations, Respondent has been cited by local police departments but has yet to enter a plea, regarding its failure to comply with local solicitation ordinances on seven (7) separate occasions, all of which occurred after the Assurance became effective on April 16, 2019.

27. The docket sheets evidencing each instance the Respondent was cited for violating a non-solicitation ordinance after the entry of the Assurance, but for which there is yet a disposition, are attached as Exhibit J, and the charges are summarized as follows:

- a. Transient Merchant in Washington County on May 3, 2022 (MJ-27301-NT-203-2022);
- b. Soliciting without required registration in Delaware County on June 7, 2022 (MJ-32124-NT-42-2022);
- c. Soliciting without required registration in Delaware County on June 9, 2022 (MJ-32127-NT-132-2022);
- d. Transient Merchant in Washington County on June 17, 2022 (MJ-27301-NT-265-2022);
- e. Transient Merchant in Washington County on June 18, 2022 (MJ-27301-NT-264-2022);
- f. Transient Merchant in Washington County on June 18, 2022 (MJ-27301-NT-266-2022); and
- g. Soliciting without required registration in Delaware County on July 16, 2022 (MJ-32127-NT-142-2022).

28. By way of summation, during the period from April 16, 2019 (the effective date of the Assurance) through July 18, 2022, Respondent has violated Paragraph II. I of the Assurance at least 22 times - - six (6) instances of soliciting consumers at their home without the necessary authorizations and acquiring contracts, nine (9) guilty pleas for violating solicitation ordinances, and seven (7) open citations for soliciting without the proper authorizations.

29. The sheer number of citations and guilty pleas against Respondent for violating municipal solicitation ordinances establishes that its failure to acquire the necessary permits/licenses is not an accident or a mistake.

B. Disregarding Consumer Cancellation Requests and Continuing to Provide Services

30. After the Assurance was filed, Respondent disregarded certain consumer cancellation requests, including but not limited to, continuing to service (or attempting to service) consumers who cancelled and/or charging consumers for post-cancellation treatments, in violation of Paragraph II. H of the Assurance.

31. The Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter "Bureau") received multiple complaints from consumers alleging that Respondent refused to acknowledge their cancellation requests, and on several occasions, continued to deliver and bill for services after the consumer provided a notice of cancellation. A sampling of these consumer complaints are as follows:

- a. Consumer 7 signed a contract with Respondent on Thursday, July 9, 2022. The next day, July 10th, Consumer 7 emailed the completed notice of cancellation to Respondent at noc@goaptive.com. Respondent failed to process the cancellation, even though the consumer used the email address expressly provided on the Notice of Cancellation, and kept the account active through July 18th. Consumer 7 alleges that during this time Respondent sent a tech to Consumer 7's house to perform a billable service. (The contract and emails between Consumer 7 and Respondent are attached as Exhibit K).
- b. Consumer 4 signed a contract with Respondent on May 9, 2022, which explicitly stated that the three day right of rescission ran through midnight on May 12, 2022.

In the afternoon of May 12th, Consumer 4 emailed Respondent at noc@goaptive.com and stated their intent to cancel the contract. On May 17th, Respondent contacted Consumer 4 and instructed them to call Respondent to cancel contract, implying that the written notice of cancellation was inadequate and that the contract would continue. Consumer 4 alleges that approximately three weeks later, on June 10th, Respondent charged Consumer 4's credit card for a service. (The emails between Consumer 4 and Respondent are attached as Exhibit L).

- c. Consumer 8 contracted with Respondent on June 28, 2021 to provide pest control services. Consumer 8 alleges that they were dissatisfied with the quality of the services provided by Respondent - - the residence had to be reserviced on two separate occasions due to persistent pest issues - - and requested to cancel the contract on December 6th. On December 23rd, Respondent denied Consumer 8's written cancellation request and stated its intent to continue providing services. In denying the cancellation request, Respondent claimed that "a mere unsubstantiated concern regarding the quality of the treatment does not warrant cancellation of the Service Agreement." Respondent's position is contrary to the clear language of the contract, which simply requires 30 days written notice of any cancellation request. Thus, Consumer 8's cancellation request should have become effective on January 5, 2022. (The contract and Respondent's response to Consumer 8's complaint is attached as Exhibit M).
- d. Consumer 9 contracted with Aptive on June 9, 2021 to provide pest control services. On June 12th, Consumer 9 emailed the notice of cancellation to

noc@goaptive.com. In response, Respondent sent Consumer 9 an email stating that in order to finish the cancellation process, Consumer 9 needed to call Respondent. (The contract and emails between Consumer 9 and Respondent are attached hereto as Exhibit N).

- e. Consumer 10 contracted with Respondent on May 19, 2021 to provide pest control services. Consumer 10 alleges that the following day, May 20th, a technician came to Consumer 10's house, but did not provide any treatments since the technician did not have the proper equipment. Even though the service never occurred, Consumer 10's credit card was immediately charged by Respondent. Consumer 10 emailed the Notice of Cancellation to Respondent that same afternoon, well within the 3 day cancellation window. Consumer 10 alleges that Respondent informed him that he needed to call Respondent in order to cancel the contract. On August 27, 2021, Respondent again attempted to charge Consumer 10 for the May 20th non-service. (Emails and Notice of cancellation is attached as Exhibit O).

32. In addition to the consumer complaints filed with the Bureau, detailed in paragraph 31(a-e), at least five Pennsylvania consumers filed complaints against the Respondent with the Better Business Bureau regarding cancellation issues. In each of these complaints, the consumers allege that they emailed the notice of cancellation to Respondent and received a response stating that they needed to call Respondent in order to fulfill the cancellation request.

RESPONDENTS' WILFUL CONDUCT SUPPORTS THE IMPOSITION OF SANCTIONS FOR VIOLATION OF THE ASSURANCE

- 33. Section 201-8(a) of the Consumer Protection Law states:

Any person who violates ... any of the terms of an assurance of voluntary compliance duly filed in the court under section 5 of this act shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. For purpose of this section, the court ... in which an assurance of voluntary compliance is filed shall retain jurisdiction, and the cause shall be continued; and, in such cases, the Attorney General ... may petition for recovery of civil penalties and any other equitable relief deemed necessary or proper. 73 P.S. § 201-8(a).

34. The Assurance states as follows at Paragraph IV. J:

Respondent agrees by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that a breach of any one of the terms shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the penalties provided for under Section 201-8(a) of the Consumer Protections Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue a *Rule to Show Cause Why Respondent Aptive Environmental, LLC Should Not Be Sanctioned for Violations of the Assurance of Voluntary Compliance filed April 16, 2019* and direct Respondent to appear at a hearing and show cause why this Court should not:

- A. Sanction Respondent for failure to comply with the terms of the Assurance pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a);
- B. Compel compliance of the Respondent with all provisions of the Assurance pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a);
- C. Direct Respondent to pay civil penalties in the amount of Five Thousand Dollars (\$5,000.00) for each violation of the Assurance pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8;

D. Award the Commonwealth its costs of investigation and prosecution of this action;

E. Grant any other relief as this Honorable Court may deem necessary and appropriate, up to and including enjoining the Respondent from providing pest control services in the Commonwealth.

FOR THE PETITIONER:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 3/30/23

By: Jaimie George
Jaimie L. George
Deputy Attorney General
PA Attorney I.D. No. 309368
Pennsylvania Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Telephone: 724-858-4664

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
By Attorney General Michelle A. Henry,

Petitioner,

v.

APTIVE ENVIRONMENTAL, LLC,

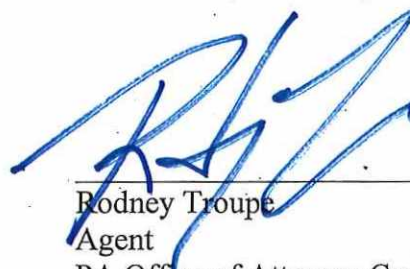
Respondent.

CIVIL DIVISION--EQUITY

No. GD-19-5641

VERIFICATION

I, Rodney Troupe, being duly sworn according to law, hereby state that I am an Agent with the Pennsylvania Attorney General's Bureau of Consumer Protection, that I am authorized to make this verification on behalf of Petitioner, and the facts in the foregoing *Petition for Rule to Show Cause Why Respondent Aptive Environmental, LLC Should Not Be Sanctioned for Violations of Assurance of Voluntary Compliance* are true and correct to the best of my knowledge, information and belief.



Rodney Troupe
Agent
PA Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222

Date: 03/30/23

Exhibit A

IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
ACTING BY ATTORNEY GENERAL JOSH
SHAPIRO,

Petitioner,

v.

Aptive Environmental, LLC,

Respondent.

CIVIL ACTION

Case No. 5641 of 2019

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA, OFFICE
OF ATTORNEY GENERAL

Counsel of Record for this Party:

Jill Ambrose
Deputy Attorney General
PA Attorney I.D. No. 323549

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
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FILED
2019 FEB 15 AM 11:44
JILL AMBROSE

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
ACTING BY ATTORNEY GENERAL JOSH
SHAPIRO,

Petitioner,

v.

Aptive Environmental, LLC,

Respondent.

CIVIL ACTION

Case No. _____

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (hereinafter "Commonwealth" or "Petitioner"), which has caused an investigation to be made into the business practices of Aptive Environmental, LLC (hereinafter "Respondent") pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter "Consumer Protection Law"), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, through the Bureau of Consumer Protection, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent is a limited liability company registered with the State of Utah with a business address of 5132 N 300 W #150 Provo Utah 84604;

WHEREAS, Respondent is registered as a Foreign Association with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with a business address of 2650 Eisenhower Ave., Suite A103, Trooper, Pennsylvania, 19403;

BACKGROUND

WHEREAS, Respondent has engaged in trade or commerce within the Commonwealth by advertising, marketing, offering to sell, selling, and/or providing pest control services to Pennsylvania consumers;

WHEREAS, Respondent engaged in door-to-door solicitation of Pennsylvania consumers for contracts for pest control services with a sales price of twenty-five dollars (\$25) or more;

WHEREAS, while engaging in the aforementioned door-to-door solicitation, it is alleged that Respondent did not comply with certain requirements of Section 201-7 of the Consumer Protection Law, including the requirements to provide Pennsylvania consumers with a fully completed copy of the contract at the time of the contract or sale and the requirement to provide Pennsylvania consumers with the statutory Notice of Cancellation form;

WHEREAS, on more than one occasion in which Respondent engaged in door-to-door solicitation, it is alleged that Respondent did not comply with the requirements of local peddling and solicitation ordinances within the Commonwealth;

WHEREAS, with respect to Pennsylvania consumers who cancelled Respondent's contracts before the termination of the initial one-year contractual period, Respondent is alleged to have collected cancellation fees from some consumers amounting to the difference between two hundred and twenty-nine and 00/100 dollars (\$229.00) and the consumers' contractual price

of the initial treatment, as provided in Respondent's contracts. Respondent has agreed to refund these customers the cancellation fees;

WHEREAS, it is alleged that on at least three occasions Respondent continued to service and bill Pennsylvania consumers who notified Respondent that they were cancelling their contracts with Respondent;

WHEREAS, based upon its investigation, Petitioner alleges that Respondent has engaged in conduct which violates the Consumer Protection Law, as more fully set forth below by:

1. Failing to provide Pennsylvania consumers with a completed copy of their contracts at the time of the sale or contract of goods or services having a sale price of twenty-five dollars (\$25) or more sold or contracted to be sold to consumers, as a result of, or in connection with, contact with the consumers at their residences, in violation of Section 201-7(b)(1) of the Consumer Protection Law, 73 P.S. § 201-7(b)(1);
2. Failing to provide Pennsylvania consumers with the required statutory notifications of their right of rescission under Section 201-7(b) of the Consumer Protection Law, 73 P.S. § 201-7(b), which notifications must be:
 - a. In the body of the contract, as set forth in Section 201-7(b)(1), 73 P.S. § 201-7(b)(1);
 - b. In a completed form in duplicate, called the "Notice of Cancellation," as set forth in Section 201-7(b)(2), 73 P.S. § 201-7(b)(2); and
 - c. Provided verbally, as set forth in Section 201-7(d), 73 P.S. § 201-7(d);

3. Continuing to service, on at least three occasions, Pennsylvania consumers who notified Respondent that they were cancelling their contracts with Respondent, in violation of Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3; and
4. Engaging in door-to-door solicitation without complying with the requirements of local peddling and solicitation ordinances within the Commonwealth, in violation of Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

WHEREAS, Respondent agrees to cease and desist from violating the Consumer Protection Law and desires to comply with the laws of the Commonwealth of Pennsylvania; and

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Petitioner pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings provided under Section 201-4. *See* 73 P.S. §§ 201-4 and 201-5. Pursuant to Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose. *See* 73 P.S. § 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives (including but not limited to sales representatives), employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

- I. The above recitals are incorporated herein as though fully set forth.**
- II. Injunctive and Affirmative Relief**

A. Respondent shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and is permanently enjoined from any violation thereof.

B. When contracting for goods or services having a sale price of twenty-five dollars (\$25) or more as a result of, or in connection with, a contact with or call on a consumer at the consumer's residence, Respondent shall provide consumers with a fully completed copy of Respondent's contract and an attached notice of cancellation at the time of the sale or contract.

C. If Respondent seeks to fulfill the requirements of Paragraph II(B) by providing the required information to the consumer electronically, Respondent shall do so only in accordance with the requirements of the *Electronic Signatures in Global and National Commerce Act*, 15 U.S.C. § 7001, *et seq.* (the "E-Sign Act").

D. When contracting for goods or services having a sale price of twenty-five dollars (\$25) or more as a result of, or in connection with, a contact with or call on a consumer at the consumer's residence, Respondent shall utilize contracts and notices of cancellation that satisfy the requirements of Section 201-7(b) of the Consumer Protection Law.

E. Respondent shall utilize contracts that state the amount that the consumer will be obligated to pay Respondent (and the terms and conditions that may result in such payment) in the event of cancellation after the expiration of the aforementioned statutory three-day cancellation period provided for under Section 201-7 of the Consumer Protection Law in bold font of at least ten points and in immediate proximity to the consumer's initial or signature.

F. Respondent shall include in all training materials provided to Respondent's sales representatives instructions to the sales representatives to verbally inform consumers of the three-day right to cancel a contract at the time the contract is signed.

G. Respondent shall refund all payments made under a contract or sale upon the receipt of a valid three-day notice of cancellation from consumers.

H. Respondent shall honor all requests from consumers to cancel contracts as permitted by Section 201-7 of the Consumer Protection Law and/or the terms of Respondent's contracts, including but not limited to by discontinuing service for such consumers.

I. Respondent shall satisfy the requirements of all applicable local peddling and solicitation ordinances within the Commonwealth.

III. Monetary Relief – Respondent shall be responsible for and voluntarily agree to pay to the Commonwealth a total payment of ONE HUNDRED AND ONE THOUSAND FOUR HUNDRED AND THIRTY and 00/100 Dollars (\$101,430.00) (hereinafter “Voluntary Payment”) which shall be allocated as follows:

A. **Restitution**, pursuant to Section 201-4.1 of the Consumer Protection Law, in the amount of FIFTY-SEVEN THOUSAND SIX HUNDRED AND THIRTY-FIVE and 00/100 Dollars (\$57,635.00) to be paid to the Commonwealth for the benefit of consumers who have been harmed by the conduct of Respondent as alleged herein. The amount, timing, and manner of distribution to consumers shall be in the sole discretion of the Commonwealth.

B. **Civil Penalties** in the amount of TWENTY-THREE THOUSAND SEVEN HUNDRED AND NINETY-FIVE Dollars (\$23,795.00) to be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

C. **Costs** in the amount of TWENTY THOUSAND and 00/100 Dollars (\$20,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and which shall be deposited in

an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

D. **Payment Terms** – Upon execution of this Assurance of Voluntary Compliance, Respondent shall submit the Voluntary Payment by certified check, cashier's check, or money order, and made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to the Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

IV. Miscellaneous Terms

A. The Court of Common Pleas of Allegheny County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing this Assurance of Voluntary Compliance.

B. Time shall be of the essence with regards to Respondent's obligations hereunder.

C. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.

D. Nathan Wilcox, as Chief Legal Officer of Respondent Aptive Environmental, LLC, hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance on its behalf; and, further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance.

E. Respondent further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of

Voluntary Compliance, whether required prior to, contemporaneous with, or subsequent to the Effective Date.

F. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

G. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

H. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondent understands and agrees that if any false statement in or related to this Assurance of Voluntary Compliance was made on its behalf, such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

J. Respondent agrees by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of

Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

K. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

L. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

M. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve their practices, or any future practices that Respondent may adopt or consider adopting.

(SIGNATURES ON FOLLOWING PAGES)

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

FOR THE PETITIONER:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 03/22/19

By:



Jill Ambrose
Deputy Attorney General
PA Attorney I.D. No. 323549
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA, 15222
Telephone: 412-565-3050
Facsimile: 412-880-0196

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FOR THE RESPONDENT:

APTIVE ENVIRONMENTAL, LLC

Date: _____



Nathan Wilcox
Chief Legal Officer

Date: _____

Adrian R. King, Jr.
Jenny N. Perkins
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103

Attorney for Respondent

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RECEIVED
MAR 25 2019
BCP - WRO

FOR THE RESPONDENT:

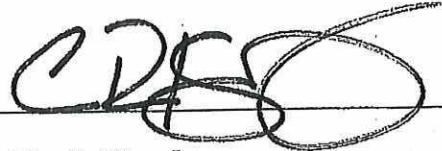
APTIVE ENVIRONMENTAL, LLC

Date: _____



Nathan Wilcox
Chief Legal Officer

Date: _____



Adrian R. King, Jr.
Jenny N. Perkins
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103

Attorney for Respondent

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IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
ACTING BY ATTORNEY GENERAL JOSH
SHAPIRO,

Petitioner,

v.

Aptive Environmental, LLC,

Respondent.

CIVIL ACTION

Case No. _____

CERTIFICATION

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 4/16/19

By:



Jill Ambrose
Deputy Attorney General
PA Attorney I.D. No. 323549
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
jambrose@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL ACTION
OFFICE OF ATTORNEY GENERAL,	:	
ACTING BY ATTORNEY GENERAL JOSH	:	
SHAPIRO,	:	EQUITY
	:	
Petitioner,	:	
	:	
v.	:	Case No. _____
	:	
APTIVE ENVIRONMENTAL, LLC,	:	
	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I, Jill Ambrose, hereby certify that a true and correct copy of the foregoing Assurance of Voluntary Compliance was served by U.S. First Class Mail on April 16, 2019 upon the below:

Adrian R. King, Jr.
Jenny N. Perkins
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103



Jill Ambrose
Deputy Attorney General
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, Pennsylvania 15222
(412) 565-3050

Exhibit B



1810 PARKWAY VIEW DR.
PITTSBURGH, PA 15205
www.goaptive.com

(412) 353-7378

SERVICE AGREEMENT

2019-04-29 9:00 - 11:00 183
START DATE TIME WINDOW MAP CODE

SERVICE ADDRESS

CUSTOMER NAME
510 HUDDERFORD RD
STREET ADDRESS
PITTSBURGH, PA 15237
CITY, STATE, ZIP CODE
CELL PHONE SECOND PHONE
EMAIL ADDRESS - REQUIRED FOR SERVICE NOTIFICATION

BILLING ADDRESS

BILLING NAME
510 HUDDERFORD RD
STREET ADDRESS OR P.O. BOX
PITTSBURGH, PA 15237
CITY, STATE, ZIP CODE
CELL PHONE SECOND PHONE
PERSON TO CONTACT OTHER THAN SERVICE ADDRESS CONTACT

PREFERRED CONTACT METHOD FOR SERVICE NOTIFICATIONS

EMAIL PHONE CALL TEXT MESSAGE

Aptive may send service notifications via email, text message and/or phone call at the provided numbers and emails for each regular maintenance service. Standard text/data rates may apply. By entering your email you opt-in to receive emails from Aptive.

TARGET PEST

- | | | |
|--------------------------|----------------------|--------------------------|
| American Cockroaches | Oriental Cockroaches | Brown Banded Cockroaches |
| Smokey Brown Cockroaches | Ticks | Mice (Indoor) |
| Spiders | Crickets | Fleas |
| Ants | Earwigs | Rats (Indoor) |
| Wasps | Centipedes | Millipedes |
| Silverfish | Pill Bugs | Scorpions |

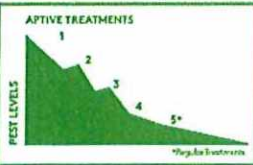
SPECIALTY PESTS

Aphid	INITIAL ADDED CHARGE	QUARTERLY ADDED CHARGE
Slug & Snail	\$ _____	\$ _____
Flea & Tick Indoor	\$ _____	\$ _____
Flea & Tick Outdoor	\$ _____	\$ _____
Rat & Mice Outdoor	\$ _____	\$ _____
German Cockroach	\$ _____	\$ _____
Vole Treatment	\$ _____	\$ _____

APPROXIMATE SERVICE CALENDAR (12 months)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	119	0	69	119	0	0	119	0	0	119	0

SERVICES	INITIAL (1)	QUARTERLY (4)
Initial Quote	\$249.00	
Initial Agreement Discount	\$180.00	
Per Quarter Quote	\$69.00	\$119.00
Specialty Pests	\$0.00	\$0.00
Sub Total	\$69.00	\$119.00
Tax	\$4.83	\$8.33
Nothing But Nets	\$0.00	
Initial Total	\$73.83	Per Quarter Total \$127.33



OUR TREATMENT
Pest activity will decrease with future exterior treatments. These treatments will maintain a protective barrier around your residence. Between regular treatments, if you see more than the occasional pest, please call for a free re-service.

EASYPAY

I authorize Aptive to apply each charge stipulated in this agreement to my checking, savings, or credit card account as indicated:

ACH VISA MASTERCARD AMEX DISCOVER

EFC7BCD6-B748-4977-B7F3-301FF409F40A
TOKEN

[Signature]
SIGNATURE

INITIAL TARGET PESTS

Ants, Wasps, Spiders, Crickets, Centipedes

SPECIAL INSTRUCTIONS

Won't be home for service, do welcome letter via opine and service outside. Ants in kitchen and front entrance, centipedes inside as well. Spiders in garage, spiders and wasps in eaves.

This service agreement shall be continued for a minimum period of TWELVE (12) MONTHS (the "Term") according to the dates and pricing listed above. After the initial term, service will continue until cancelled with a thirty-day written notice. Aptive's first treatment may service the interior of the home for specific pest infestations. Aptive will service the exterior of the home for all future treatments. The first two treatments must be performed within approximately 30 days to break the egg cycle. The customer understands that continued pest activity may occur and additional re-services may be necessary. The interior and exterior of the home are always under warranty. If the customer would like inside or additional outside service, once notified Aptive will return between regularly scheduled visits at no additional charge.

CUSTOMER INITIALS GWK

The first service performed on a home under 3,500 square feet has a minimum cost of \$249.00. Customer understands that more time and treatments are required during the first months to bring pest problems under control, therefore an initial treatment costing less than \$249.00 is based on the Term. If for any reason (other than the exercise of the right to cancel described below) service is cancelled prior to fulfilling the agreement, by refusing to receive or pay for service, and the initial service has been performed, the customer agrees to pay \$180.00 the difference between \$249.00 and the discounted price of the initial treatment.

CUSTOMER INITIALS GWK

BUYER'S RIGHT TO CANCEL. This is a home solicitation sale. If you do not want the goods or services, you, the buyer, have the right to cancel this contract within three business days without penalty or obligation for any reason within three business days from the date you signed this agreement. You may cancel by delivering or sending to Aptive Environmental, LLC at the address above via email, mail, delivery, fax, or telegram a written notice by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice or 04-27-2019, whichever is later. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. See attached notice of cancellation for an explanation of this right.

CUSTOMER INITIALS GWK

I have read and understand the terms of this agreement, including the exclusions, limitations, and terms on the reverse side which include an arbitration provision.

ACCEPTED BY:
[Signature]

HOME OWNER OR AUTHORIZED AGENT.

04-27-2019
DATE

APTIVE ENVIRONMENTAL

KENNEDY LINEHAN
REPRESENTATIVE'S NAME (PLEASE PRINT)

0
LICENSE NUMBER

NOTICE TO OWNER / TENANT

100% SATISFACTION WARRANTY: Aptive knows that for most homeowners it's not if the pests will return, but when. Pest problems between regularly scheduled treatments may occur with some homes depending upon the time of year, the neighborhood, one lives in, the type of structure, etc. If you have a pest control problem between regular treatments, Aptive will return to treat the problem area again at no extra charge. Please note that some pests may require several re-services to gain control. However, you can be assured that when the pests come back, we do too—absolutely free!

PRICE GUARANTEE: Aptive guarantees the pricing in this agreement during in the initial Term, and may reasonably increase price after for inflation, etc. A finance charge of 2% per month (24% per year) will be charged on past due accounts (30 days after service date) and a service fee of \$25.00 on all returned checks. No service will be rendered on accounts past due 30 days or more. Accounts past due 90 days are subject to cancellation. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges.

LIMITATIONS AND CUSTOMER COOPERATION: Although Aptive agrees to return and retreat affected areas, Aptive cannot guarantee against re-infestation of pests from neighboring areas, nor guarantee complete elimination of pests. Customer understands that results of service are relative to and dependent upon the cooperation of the customer as to housekeeping, sanitation, maintenance, and accessibility of areas to be serviced. Customer agrees to cooperate with Aptive as necessary to facilitate treatment and control. This service does not include control or prevention of termites, or any other wood-destroying organism, bees, wildlife, or other pests not mentioned on this agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, Aptive recommends you consult your family physician prior to treatment.

ACCESSIBILITY: The regular quarterly service charge is for the exterior treatment only. Please make sure animals are secured, and that gates are unlocked for service. If the premises are not available for treatment on service day, Aptive will service the outside of the residence where accessible and leave a record of service on customer's door. Customer agrees to pay the normal service charge for this outside service. If desired the customer may request that Aptive return to service untreated areas at no additional charge. Please note that receiving additional service between treatments will not alter the original quarterly service schedule.

WASP COVERAGE: Wasp coverage is for visible exterior nests only (up to 20 feet above ground). It does not include wasps/bees nests inside walls or soffit areas, and also does not include removal of bee hives.

WAIVERS: Customer expressly waives and releases Aptive from liability for any claim for personal injury (including stings, bites, allergies, or illnesses), medical costs, or property damage (to the structure or contents) caused by wood destroying organisms, fire ants, pharaoh ants, spiders, ticks, fleas, wasps, bees or other pests listed on this agreement. Customer waives any claim for damage or injury unless made in writing within one (1) year of treatment or incident. Customer agrees that in no event will Aptive be responsible for consequential damages or loss of use of property.

ARBITRATION: READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE.

Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and Aptive arising out of or relating to this agreement, or the services performed by Aptive under this agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including but not limited to any tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and conditions of this agreement, and shall apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitrator administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

If a claim is arbitrated, you and Aptive waive any right to a court or jury trial. You and Aptive also waive the right to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member, or to join or consolidate claims with claims of any other persons (the "class action waiver"). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or Aptive individually.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law arising under a clearly defined award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

Solely for purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

If you do not want this arbitration provision to apply, you may reject it by mailing a signed rejection notice to Aptive Environmental, LLC, Attn: Arbitration Opt Out, 5132 N 300 W # 150, Provo, UT 84604 within thirty (30) calendar days after the date of this agreement. Any rejection notice must include your name, address, email address and telephone number and state that you reject the arbitration provision. If you reject this arbitration provision, that will not affect any other provision of the agreement.

EMAIL AND PHONE SERVICE NOTIFICATIONS: Aptive may send notifications via e-mail, text message, and/or phone call using the cell phone number, land line number, and/or emails the Customer has provided above to schedule and/or confirm service times and dates and/or to communicate with me regarding my account (including, without limitation, to collect outstanding or past due sums of money owed by Customer to Aptive). I authorize Aptive to use an automatic telephone dialing system or an artificial or prerecorded voice to contact me, and, by providing my e-mail address and cell phone number, opt-in to receive texts and/or e-mails from Aptive. I acknowledge and understand that this authorization and opt-in is not required as a condition for purchasing any goods or services. Standard Text/Data rates may apply.

CONSENT TO ELECTRONIC COPIES: The Customer has a right to receive a copy of this Contract and accompanying Notice of Cancellation in paper form. By signing above, Customer affirmatively consents to Aptive making a copy of this Contract, Notice of Cancellation, and all other documents arising out of Aptive's performance under the Contract available in the form of an electronic record by emailing such copies to the Customer's preferred email address identified above. The Customer agrees to promptly update Aptive in writing of any changes to this preferred email address. The Customer has the right to withdraw this consent and have the Contract or Notice of Cancellation provided in paper form by notifying Aptive by delivering to Aptive at the address above a written statement withdrawing such consent. The Customer may also request in a writing delivered to the Aptive address above a paper copy of any document provided pursuant to this provision and Aptive will mail a paper copy of such identified document to the address provided by the Customer in such writing.

PRE-APPLICATION INFORMATION: At the customer's request the following information can be provided by Aptive:

1. The brand name, product name or common chemical name of each pesticide that may be applied.
2. A copy of the pesticide label for each pesticide that may be applied.
3. The date on which the pesticide application will be made. The date may be orally communicated, rather than in writing, if the requester agrees to oral notification.
4. The name, business address, and telephone number of a person who can provide further information about the pesticide application.
5. Do not sign this contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank.

THANK YOU FOR CHOOSING APITIVE ENVIRONMENTAL

NOTICE OF CANCELLATION

04-27-2019

ANNUAL PEST CONTROL SERVICE AGREEMENT

DATE OF TRANSACTION

If this agreement was solicited at your residence and you do not want the goods or services, you may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice sent by fax, telegram, or email to Active Environmental, LLC at 1810 Parkway View Drive, Pittsburgh, PA 15205, pittsburgh@gooptive.com, (412) 353-7378 NOT LATER THAN MIDNIGHT OF 04-30-2019.

I hereby cancel this transaction

STREET ADDRESS

BUYER'S NAME

DATE

CITY, STATE, ZIP CODE

BUYER'S SIGNATURE

OFFICIAL RESPONSE – RIGHT TO KNOW REQUEST



ROSS TOWNSHIP

Ross Township
Municipal Building
1000 Ross Municipal Drive
Pittsburgh, PA 15237-2725
Phone: (412) 931-7055
Fax: (412) 931-7062
www.ross.pa.us

OFFICERS

PRESIDENT

Daniel L. DeMarco, Esq.

VICE PRESIDENT

Sarah Poweska

TAX COLLECTOR

Matthew Mager
Phone: (412) 266-0669

PROPERTY TAX COLLECTED BY

Jordan Tax Service
Phone: (724) 731-2331

SOLICITOR

P.J. Murray, Esq.

MANAGER

Ronald L. Borczyk

TOWNSHIP ENGINEER

Gibson-Thomas Engineering Co.
Jason F. Paulovich

COMMISSIONERS

Daniel L. DeMarco, Esq.
Chris R. Eyster, Esq.
Sarah Poweska
Joseph Laslavic
William McKellar
Jason Purring
Pat Mullin
Franny Salachup
Jack Betkowski

Name of Requester:

Jaimie George

Records Requested:

All documents evidencing that Aptive Environmental, LLC; either on its own behalf or by way of an employee, agent or assign; possessed the necessary authorizations from Ross Township to engage in door to door sales on April 27, 2019.

Jaimie,

I, Adam Ravenstahl, hereby declare, pursuant to 18 Pa.C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I serve as the Open Records Officer for the Township of Ross, Allegheny County, PA ("Agency") and am responsible for responding to Right-to-Know requests filed with the Agency.
2. In my capacity as the Open Records Officer, I am familiar with the records of the Agency.
3. I have inquired with the relevant Township personnel as to whether the requested records exist, including review and discussions with the Department of Community Development and the Police Department, and it has been determined that no such documents exist related to your request.
4. The Community Development Department oversees and maintains solicitation requests.
5. Your request is now closed.
6. You may appeal this decision, in writing, within 15 business days of the date below. Appeals can be filed:
<https://www.openrecords.pa.gov/Appeals/AppealForm.cfm>

Thank you,

Date: March 16, 2023

Signature:

Adam Ravenstahl
Open Records Officer
Assistant Township Manager
Ross Township, Allegheny County, PA

Exhibit C

aptive Service Agreement

8 N Main St, Dover, PA 17315

801-562-2847

customersupport@goaptive.com

www.goaptive.com

Lic. #BU12946

PAYMENT - LAST 4 DIGITS [REDACTED] 1ST TREATMENT DATE 2021-07-19 EST. TIME WINDOW 11:00AM 01:01PM

This Service Agreement ("Agreement") is made and entered into this 16 day of Jul 2021, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME [REDACTED]
 STREET ADDRESS 312 CLOVER AVE
 CITY, STATE, ZIP CODE LANCASTER, PA 17602
 PRIMARY PHONE [REDACTED] ADDITIONAL PHONE [REDACTED]

BILLING INFORMATION

BILLING NAME (IF DIFFERENT) [REDACTED]
 STREET ADDRESS OR P.O. BOX [REDACTED]
 CITY, STATE, ZIP CODE [REDACTED]
 EMAIL ADDRESS (REQUIRED) [REDACTED]

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. INITIAL TERM AND CANCELLATION. THE INITIAL TERM OF THIS AGREEMENT IS twelve (12) MONTHS, OR THE COMPLETION OF AN INITIAL TREATMENT AND four (4) STANDARD TREATMENTS, WHICHEVER IS LATER. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL 16

1.1 IF YOU RECEIVED A DISCOUNT FROM THE \$399.00 STANDARD INITIAL TREATMENT PRICE, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APTIVE THE LESSER OF (A) \$199.00, OR (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL 16

1.2 THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 40 DAYS AFTER THE INITIAL TREATMENT TO BREAK THE PEST CYCLE. INITIAL 16

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Millipedes, Pill Bugs, Scorpions, Silverfish, Spiders, Rodents (Indoor), and/or Wasps.

TREATMENT SCHEDULE (APPROXIMATE)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
						49	119			119	
	119			119							

aptive pro
Four (4) Standard Treatments

Specialty Pests
 Flea & Tick
 German Cockroaches
 Rodents (Outdoor)

aptive pro+
Six (6) Standard Treatments

Specialty Pests
 Flea & Tick
 German Cockroaches
 Mosquitoes
 Rodents (Outdoor)

aptive premium
Six (6) Standard and Specialty Pest Treatments

INITIAL TREATMENT (DUE TODAY)

Initial Treatment \$399.00
 Initial Treatment Discount -\$350.00
 Additional Services \$0.00
 Initial Specialty Pests \$0.00
 Sub Total \$49.00
 Tax \$0.00
 Nothing But Nets Donation \$0.00
 Initial Total \$49.00

STANDARD TREATMENT

Standard Treatment (4) \$119.00
 Specialty Pests \$0.00
 Sub Total \$119.00
 Tax \$0.00
 Per Standard Treatment Total \$119.00
 OR
 Monthly Payment \$

Aptive does not treat for termites or any wood destroying insects.

If requested, Aptive will treat the interior of the home for specific pest infestations at the time of the Initial Treatment. Aptive will treat the exterior of the home for all future treatments. Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. See § 8 below for details. The Initial Treatment has a Standard Initial Treatment Fee of \$399.00.

3. PAYMENT TERMS; FEE INCREASE. The fee for the Initial Treatment is due at the time of the Initial Treatment. The fee for each Standard Treatment is due within thirty (30) days after the treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. See § 6 below for details.

3.1 EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION. You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or Monthly Payments as set forth above, plus any applicable taxes, and including any past due amounts, amounts that may accumulate in arrears according to the terms of this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel your authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. See § 7 below for details.

4. COPY OF AGREEMENT; NOTICES OF CANCELLATION. You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the above email address that you have provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 OF THIS AGREEMENT AND ARE PART OF THIS AGREEMENT, WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form provided with this Agreement for an explanation of this right.

cancel has been orally explained to me [REDACTED] DATE 07/16/2021

SIGNATURE OF CUSTOMER [REDACTED]

DATE 07/16/2021

Tanner Sharp REPRESENTATIVE'S NAME (PLEASE PRINT)

/s/ Tanner Sharp REPRESENTATIVE'S SIGNATURE

LICENSE # (IF REQUIRED)

07/16/2021

DATE GEN-062521

6. **LATE FEES; INCREASE FEE.** WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN THIRTY (30) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APtive MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. **EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION.** Apive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Apive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Apive and, if you want to cancel before an Electronic Payment, you must notify Apive at least three (3) business days before the Electronic Payment date. Apive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Apive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Apive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Apive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including, but not limited to, any consequential damages. You agree to indemnify, defend, and hold harmless Apive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee shall apply to each paper invoice so rendered.

8. **RESERVICES.** Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Apive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Apive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Apive as necessary to facilitate treatment and control. If you have selected mosquito treatment from us, we will treat for mosquitoes by spraying for mosquitoes according to the schedule you have requested. Apive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes (unless you have selected mosquito treatments), bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. **ACCESSIBILITY.** The Standard Treatment charge is for **exterior treatment only**. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Apive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Apive return to service untreated areas at no additional charge before your next Standard Treatment, but Apive is under no obligation to do so.

10. **WASP TREATMENT.** Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasp nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, APtive DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APtive FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST LISTED ON THIS AGREEMENT, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APtive BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APtive DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APtive DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. **ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE.** Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Apive arising out of or relating to this Agreement, or the services performed by Apive under this Agreement or any other agreement, or the relationship between you and Apive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Apive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and

conditions of this Agreement, and shall apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APtive WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APtive ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APtive INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Apive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Apive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Apive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Apive" collectively mean Apive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Apive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APtive ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. **EMAIL AND PHONE NUMBER NOTIFICATIONS; PRIVACY POLICY.** I request that Apive send me notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that I provided to Apive, to (i) provide me with any required notices regarding pesticides applied to my property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with me regarding my account (including, without limitation, to collect outstanding or past due amounts that I owe to Apive). You consent and agree to Apive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the products and services we make available under this Agreement, and new offerings of products or services we may make available in the future. You have read, understand, and agree with the terms of Apive's Privacy Policy as set forth on Apive's website www.goapive.com, which Policy may be changed from time to time.

14. **ENTIRE AGREEMENT.** The entire and only agreement between you and Apive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Apive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

DATE

07-16-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07-20-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

DATE

07-16-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07-20-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

From the Desk of:
Dee Dee McGuire
Township Manager

WEST LAMPETER TOWNSHIP
852 VILLAGE ROAD, BOX 237
LAMPETER, PENNSYLVANIA 17537-0237
717-464-3731 FAX-717-464-5047
deedee@westlampeter.com



Name of Requester: Jamie George, Office of Attorney General

Records Requested: Solicitation application/permit for Aptive Environmental, LLC

I, Denielle L. McGuire, Open Records Officer, hereby declare under the penalty of perjury, pursuant to 18 Pa.C.S. 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I serve as the Open Records Officer for West Lampeter Township.
2. I am responsible for searching Township files in response to requests filed with the Township pursuant to the Right To Know Law.
3. In my capacity as Open Records Officer, I am familiar with the records of the Township.
4. Upon receipt of the request, I conducted a thorough examination of files in the possession, custody and control of the Township for records responsive to the request underlying this appeal, specifically contacting the administrative assistant in the West Lampeter Township Police Department that handles the solicitation permits. She examined her records and informed me that no such application/permit was found.
5. After conducting a good faith search of the Township's files, I identified all records within the West Lampeter Township Police Department possession, custody or control that are responsive to the request.
6. The responsive records are attached to this certification.
7. I certify that the attached documents are a complete and true copy of the original responsive records.

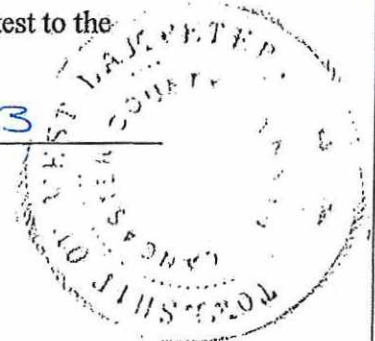
Signature: Denielle L. McGuire
Denielle L. McGuire, Open Records Officer
West Lampeter Township

Date: 3/13/23

I certify, under seal, that the above signer has the Officer's official capacity to attest to the information set forth above, and the signature is genuine.

Signature: Nancy Mellinger
Nancy Mellinger
West Lampeter Township Administrative Assistant

Date: 3/13/23



West Lampeter Township
852 Village Road
Box 237
Lampeter, PA 17537-0237
(717) 464-3731

REQUEST FOR INSPECTION AND/OR DUPLICATION OF PUBLIC RECORDS

Requests for inspection and/or duplication of public records shall be made to the Open Records Officer. Requests may be made in person at the Township office at 852 Village Road, Lampeter, Pennsylvania during normal business hours (Mondays through Fridays from 8:00 a.m. until 4:30 p.m.); by mail to 852 Village Road, P.O. Box 237, Lampeter, PA 17537-0237; or by fax to (717) 464-5047; or by email to township@westlampeter.com.

The Township is not required to and will not compile lists, prepare summaries, or create documents that do not exist. The Township will provide access to and duplication of existing Township records which are public records under the Right-to-Know Law.

Name (Optional) Jaimie George, Office of Attorney General

Address (Optional) 1251 Waterfront Place, Mezzanine Level

City/State (Required) Pittsburgh, PA 15222

Daytime Telephone Number (Optional) 724-858-4664

Fax Number (Optional) _____

I am submitting this request (circle applicable) By Mail By Fax In Person Email

It is the intent of the Township to comply in all respects with the Pennsylvania Right-to-Know Law. In order to process a request for inspection and/or duplication of a public record, the Township requires sufficient and specific information to identify the record. The Township may deny a request if there is inadequate information for the Township to identify the specific record requested. Please provide as much of the following requested information as possible:

Type of document (e.g. ordinance, resolution, meeting minutes, etc.):

Solicitation application/permit

Subject of document (e.g. sewage system ordinance, building permit for a specifically identified property, Zoning Hearing Board decision, etc.):

All documents evidencing that Aptive Environmental, LLC; either on its own behalf or by way of an employee, agent or assign; possessed the necessary authorizations from West Lampeter Township to engage in door to door sales on July 16, 2021.

Approximate date or dates of documents (should be within a three to six month time frame):

July 16, 2021

Please state any other information which you believe would assist the Township in identifying the public record which you seek:

All documents evidencing that Aptive Environmental, LLC; either on its own behalf or by way of an employee, agent or assign; possessed the necessary authorizations from West Lampeter Township to engage in door to door sales on July 16, 2021.

I wish to examine this public record at the Township office: Yes No

I wish to obtain a copy of this public record: Yes Certified No

Unless otherwise requested, the Township will provide (1) a reference to the website address when the requested record is available on a website or, (2) if not available on the Internet, photocopies of public records. The Township does not guarantee a requested record is available or can be made available in any other format.

I wish a copy of the public record in the following format or media if possible:

Please provide a certified response via email, if possible.

I wish the Township to mail a copy of this public record to me: Yes No

I wish the public record to be mailed to the following address:

The name and contact information for the West Lampeter Township Open Records Officer is as follows:

Township Manager
West Lampeter Township
852 Village Road, Box 237
Lampeter, PA 17537-0237
(717) 464-3731

The hours of the Open Records Officer are Mondays through Fridays from 8:00 a.m. until 4:30 p.m.

I acknowledge that the Township may impose fees pursuant to Section 1307 of the Right-to-Know Law to fulfill this request. I acknowledge that the Township does not have to provide me with the copies (if any) I have requested until I pay the fees in full. If the fees required to fulfill the request are expected to exceed \$100.00, I acknowledge that the Township may require that I prepay an estimate of the fees prior to granting my request for access in accordance with the Right-to-Know Law.

Date: March 13, 2023

Jamie Gurye
Signature (Optional if requesting to examine documents or pick up documents; Mandatory if requesting documents be mailed.)

FOR TOWNSHIP USE ONLY

Date of Receipt: 3/13/23

Computation of Expiration of five-day period to respond: _____

Request Approved: *Dee Dee McCue*
Open Records Officer

Request Denied: _____
Open Records Officer

~~Reason for Denial:~~

During this time period the WCT police dept. was not issuing solicitor permits due to COVID. No applications were accepted and no permits issued.

Date Fulfilled: 3/13/23 by: *Dee Dee McCue*

A copy of this request shall, pursuant to Section 502(b)(2)(iii) of the Law, be maintained until the request has been fulfilled. If the request is denied, a copy shall be maintained for thirty (30) days or, if an appeal is filed, until a final determination is issued under Section 1101(b) of the Right-to-Know Law or the appeal is denied.

Exhibit D



Service Agreement

8 N Main St., Dover, PA, 17315

801-562-2847

customersupport@goaptive.com

www.goaptive.com

Lic. #BU12946

PAYMENT - LAST 4 DIGITS	1ST TREATMENT DATE	EST. TIME WINDOW
██████████	2021-08-09	09:00AM 11:01AM

This Service Agreement ("Agreement") is made and entered into this 07 day of Aug 2021, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME: ██████████
 STREET ADDRESS: 801 VALLEY ST
 ENOLA, PA 17025
 CITY, STATE, ZIP CODE: ██████████
 PRIMARY PHONE: ██████████ ADDITIONAL PHONE: ██████████

BILLING INFORMATION

BILLING NAME (IF DIFFERENT): ██████████
 STREET ADDRESS OR P.O. BOX: ██████████
 CITY, STATE, ZIP CODE: ██████████
 EMAIL ADDRESS (REQUIRED): ██████████

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. INITIAL TERM AND CANCELLATION. THE INITIAL TERM OF THIS AGREEMENT IS twenty four (24) MONTHS, OR THE COMPLETION OF AN INITIAL TREATMENT AND eight (8) STANDARD TREATMENTS, WHICHEVER IS LATER. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL JK

1.1 IF YOU RECEIVED A DISCOUNT FROM THE \$399.00 STANDARD INITIAL TREATMENT PRICE, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APTIVE THE LESSER OF (A) \$199.00, OR (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL JK

1.2 THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 40 DAYS AFTER THE INITIAL TREATMENT TO BREAK THE PEST CYCLE. INITIAL JK

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Millipedes, Pill Bugs, Scorpions, Silverfish, Spiders, Rodents (Indoor), and/or Wasps.

aptive pro
Four (4) Standard Treatments

- Specialty Pests**
- Flea & Tick
 - German Cockroaches
 - Rodents (Outdoor)

aptive pro+
Six (6) Standard Treatments

- Specialty Pests**
- Flea & Tick
 - German Cockroaches
 - Mosquitoes
 - Rodents (Outdoor)

aptive premium
Six (6) Standard and Specialty Pest Treatments

TREATMENT SCHEDULE (APPROXIMATE)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50	129	<input type="checkbox"/>	<input type="checkbox"/>	129
<input type="checkbox"/>	<input type="checkbox"/>	129	<input type="checkbox"/>	<input type="checkbox"/>	129	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INITIAL TREATMENT (DUE TODAY)

Initial Treatment	\$399.00
Initial Treatment Discount	-\$349.00
Additional Services	\$0.00
Initial Specialty Pests	\$0.00
Sub Total	\$50.00
Tax	\$0.00
Nothing But Nets Donation	\$10.00
Initial Total	\$60.00

STANDARD TREATMENT

Standard Treatment (8)	\$129.00
Specialty Pests	\$0.00
Sub Total	\$129.00
Tax	\$0.00
Per Standard Treatment	
Total	\$129.00
OR	
Monthly Payment	\$

Aptive does not treat for termites or any wood destroying insects.

If requested, Aptive will treat the interior of the home for specific pest infestations at the time of the Initial Treatment. Aptive will treat the exterior of the home for all future treatments. Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. See § 8 below for details. The Initial Treatment has a Standard Initial Treatment Fee of \$399.00.

3. PAYMENT TERMS; FEE INCREASE. The fee for the Initial Treatment is due at the time of the Initial Treatment. The fee for each Standard Treatment is due within thirty (30) days after the treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. See § 6 below for details.

3.1 EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION. You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or Monthly Payments as set forth above, plus any applicable taxes, and including any past due amounts, amounts that may accumulate in arrears according to the terms of this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel your authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. See § 7 below for details.

4. COPY OF AGREEMENT; NOTICES OF CANCELLATION. You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the above email address that you have provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 OF THIS AGREEMENT AND ARE PART OF THIS AGREEMENT, WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form provided with this Agreement for an explanation or this right.

Signature of Customer: _____ DATE: 08 / 07 / 2021

Signature of Representative: Noah Fleckenstein REPRESENTATIVE'S NAME (PLEASE PRINT)

LICENSE # (IF REQUIRED)

SIGNATURE OF CUSTOMER

DATE

REPRESENTATIVE'S SIGNATURE

DATE 08 / 07 / 2021 GEN-062521

6. **LATE FEES; INCREASE FEE.** WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN THIRTY (30) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. **EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION.** Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including, but not limited to, any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee shall apply to each paper invoice so rendered.

8. **RESERVICES.** Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. If you have selected mosquito treatment from us, we will treat for mosquitoes by spraying for mosquitoes according to the schedule you have requested. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes (unless you have selected mosquito treatments), bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. **ACCESSIBILITY.** The Standard Treatment charge is for *exterior treatment only*. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. **WASP TREATMENT.** Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasp nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST LISTED ON THIS AGREEMENT, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. **ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE.** Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and

conditions of this Agreement, and shall apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. **EMAIL AND PHONE NUMBER NOTIFICATIONS; PRIVACY POLICY.** I request that Aptive send me notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that I provided to Aptive, to (i) provide me with any required notices regarding pesticides applied to my property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with me regarding my account (including, without limitation, to collect outstanding or past due amounts that I owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goaptive.com, which Policy may be changed from time to time.

14. **ENTIRE AGREEMENT.** The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

DATE

08-07-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 08-11-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

DATE

08-07-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 08-11-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

George A. Tyson, President
Raymond "Skip" Magaro, Vice President
Kristy L. Magaro
Walter "Joe" Fidler
Edward Diehl



A. John Pietropaoli
Township Manager

John B. Owen
Assistant Township Manager

March 14, 2023

Jaimie:

Apptive Environmental did not have a permit for solicitation on August 7, 2021.

The permits were May 19, 2021 to June 30, 2021 and also April 26, 2022 to May 28, 2022.

Thank you,

John Pietropaoli

Township Manager

EAST PENNSBORO TOWNSHIP

MAR 14 2023

**CERTIFIED TRUE COPY OF
THE ORIGINAL DOCUMENT**

Exhibit E

customersupport@goaptive.com
Lic. # BU12946

Service Agreement

05 / 11 / 2022

INITIAL TREATMENT DATE

This Service Agreement ("Agreement") is made and entered into this 09 day of May, 2022, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME
7 BELMONT CIR
STREET ADDRESS
AVONDALE, PA 19311-9386
CITY, STATE, ZIP CODE
PRIMARY PHONE NUMBER
ADDITIONAL PHONE NUMBER
EMAIL ADDRESS (REQUIRED)

BILLING INFORMATION

BILLING NAME (if different)
STREET ADDRESS OR P.O. BOX
CITY, STATE, ZIP CODE
PAYMENT METHOD - LAST 4 DIGITS

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. INITIAL TERM AND CANCELLATION. THE INITIAL TERM OF THIS AGREEMENT IS twenty-four (24) MONTHS. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL llt

1.1 IF YOU RECEIVED A DISCOUNT FROM STANDARD INITIAL TREATMENT FEE OF \$399.00, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APTIVE THE LESSER OF (A) \$199.00, or (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL llt

1.2 THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 60 DAYS AFTER THE INITIAL TREATMENT. INITIAL llt

1.3 AFTER THE FIRST STANDARD TREATMENT, EACH STANDARD TREATMENT WILL BE PERFORMED EVERY 30 TO 100 DAYS, ACCORDING TO THE SERVICE PLAN YOU SELECTED BELOW. INITIAL llt

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Tick, Millipedes, Pill Bugs, Silverfi Spiders, Rodents (Indoor), and/or Wasps.

<input type="checkbox"/> aptive pro Every 60-100 days	<input checked="" type="checkbox"/> Pantry Pests <input checked="" type="checkbox"/> Rodents (Outdoor) <input checked="" type="checkbox"/> Scorpions <input checked="" type="checkbox"/> Slug, Snails and Aphids <input type="checkbox"/> German Cockroaches	INITIAL TREATMENT (DUE TODAY) Initial Treatment Discount <u>-\$100.00</u> Specialty Pests <u>\$0.00</u> German Cockroaches <u>\$0.00</u> Additional Services <u>\$0.00</u> Sub Total <u>\$299.00</u> Tax <u>\$17.94</u> Nothing But Nets Donation <u>\$0.00</u> Initial Total <u>\$316.94</u>	STANDARD TREATMENT Specialty Pests <u>\$0.00</u> German Cockroaches <u>\$0.00</u> Sub Total <u>\$199.00</u> Tax <u>\$11.94</u> Per Standard Treatment Total <u>\$210.94</u> or Monthly Payment <u>\$</u>
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Aptive does not treat for mosquitoes, bees, wildlife, termites, or any wood destroying insects.

Except for Specialty Pest treatments that require treatment of the interior of the home, Aptive will only treat the interior of the home, if requested, for specific pest infestations at the time of the Initial Treatment. (See § 9 below for details). Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. (See § 8 below for details.)

3. PAYMENT TERMS; FEE INCREASE. The fee for each Treatment is due at the time each Treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. (See § 6 below for details.)

3.1 EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION. You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or monthly payments as set forth above, plus any applicable taxes, and including any past due amounts, any amounts that may accumulate in arrears according to this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel this authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. (See § 7 below for details.)

4. COPY OF AGREEMENT; NOTICES OF CANCELLATION. You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the email address that you provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 AND ARE PART OF THIS AGREEMENT. WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me. INITIAL llt

NAME	DATE	REPRESENTATIVE'S NAME (PLEASE PRINT)	LICENSE# (IF REQUIRED)
	5/9/2022	Michael Barben	
SIGNA	DATE	REPRESENTATIVE'S SIGNATURE	DATE
	5/9/2022	/s/ Michael Barben	5/9/2022

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN FIFTEEN (15) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee of \$5 shall apply to each paper invoice so rendered.

8. RESERVICES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes, bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for exterior treatment only, unless specialty pests are included in the Standard Treatment. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasp nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY AT LAW OR IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and conditions of this Agreement, and shall apply

the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to the individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 6132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; TELEPHONE CALLS RECORDING; PRIVACY POLICY. You request that Aptive sends you notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that you provided to Aptive, to (i) provide you with any required notices regarding pesticides applied to your property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with you regarding your account (including, without limitation, to collect outstanding or past due amounts that you owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You agree that Aptive and others acting on our behalf may monitor and/or record telephone calls between you and us regarding this Agreement. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.gospive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

05 / 09 / 2022

05 / 09 / 2022

DATE

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 05 / 12 / 2022.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

05 / 09 / 2022

05 / 09 / 2022

DATE

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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I HEREBY CANCEL THIS TRANSACTION.


BUYER'S SIGNATURE

DATE

ATTESTATION

I Kenneth Battin, as Manager of London Grove Township, and Right-To-Know Officer, I hereby certify and attest that the London Grove Township did not authorize Aptive Environmental LLC, to engage in any door to door sales on May 9, 2022.

Township Seal


Kenneth N. Battin, EFO, MPA
Township Manager,
Right-To-Know Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the 13th day of March, 2023, before me, a Notary Public, the undersigned officer, personally appeared Kenneth N. Battin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Seal


Dawn Alison Maciejczyk
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Dawn Alison Maciejczyk, Notary Public
Chester County
My commission expires June 6, 2024
Commission number 1298824
Member, Pennsylvania Association of Notaries

Exhibit F

8015622847
customersupport@goaptive.com
Lic. #BU12946

Service Agreement

06 / 16 / 2022

INITIAL TREATMENT DATE

This Service Agreement ("Agreement") is made and entered into this 16 day of Jun, 2022, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME
160 American Wy
STREET ADDRESS
Downingtown, PA 19335
CITY, STATE, ZIP CODE
PRIMARY PHONE NUMBER **ADDITIONAL PHONE NUMBER**
EMAIL ADDRESS (REQUIRED)

BILLING INFORMATION

BILLING NAME (if different)
STREET ADDRESS OR P.O. BOX
CITY, STATE, ZIP CODE
PAYMENT METHOD - LAST 4 DIGITS

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. **INITIAL TERM AND CANCELLATION.** THE INITIAL TERM OF THIS AGREEMENT IS eighteen (18) MONTHS. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL mm

18.1 IF YOU RECEIVED A DISCOUNT FROM STANDARD INITIAL TREATMENT FEE OF \$399.00, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APITIVE THE LESSER OF (A) \$199.00, or (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL _____

18.2 ^{DS} THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 60 DAYS AFTER THE INITIAL TREATMENT. INITIAL _____

18.3 ^{DS} AFTER THE FIRST STANDARD TREATMENT, EACH STANDARD TREATMENT WILL BE PERFORMED EVERY 30 TO 100 DAYS, ACCORDING TO THE SERVICE PLAN YOU SELECTED BELOW. INITIAL _____ AF

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Tick, Millipedes, Pill Bugs, Silverfish Spiders, Rodents (Indoor), and/or Wasps.

- aptive pro**
Every 90-100 days
 - aptive pro+**
May-Oct: Every 30-60 days
Nov-April: Every 60-100 days
- Pantry Pests
 - Rodents (Outdoor)
 - Scorpions
 - Slug, Snails and Aphids
 - German Cockroaches

INITIAL TREATMENT (DUE TODAY)	STANDARD TREATMENT
Initial Treatment Discount	Specialty Pests \$ 0.00
Specialty Pests	German Cockroaches \$ 0.00
German Cockroaches	Sub Total \$ 169.00
Additional Services	Tax \$ 10.14
Sub Total	Per Standard Treatment Total \$ 179.14
Tax	or
Nothing But Nets Donation	Monthly Payment \$ _____
Initial Total	

Aptive does not treat for mosquitoes, bees, wildlife, termites, or any wood destroying insects.

Except for Specialty Pest treatments that require treatment of the interior of the home, Aptive will only treat the interior of the home, if requested, for specific pest infestations at the time of the Initial Treatment. (See § 9 below for details). Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. (See § 8 below for details.)

3. **PAYMENT TERMS; FEE INCREASE.** The fee for each Treatment is due at the time each Treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. (See § 6 below for details.)

3.1 **EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION.** You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or monthly payments as set forth above, plus any applicable taxes, and including any past due amounts, any amounts that may accumulate in arrears according to this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel this authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. (See § 7 below for details.)

4. **COPY OF AGREEMENT; NOTICES OF CANCELLATION.** You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the email address that you provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 AND ARE PART OF THIS AGREEMENT. WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me. INITIAL mm

NAME	DATE	REPRESENTATIVE'S NAME (PLEASE PRINT)	LICENSE# (IF REQUIRED)
[Redacted]	6/16/2022	Drew Hansen	
SIGNATURE	DATE	REPRESENTATIVE'S SIGNATURE	DATE
[Redacted]	6/16/2022	/s/ Drew Hansen	6/16/2022

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN FIFTEEN (15) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee of \$5 shall apply to each paper invoice so rendered.

8. RESERVICES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes, bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for exterior treatment only, unless specialty pests are included in the Standard Treatment. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasps nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY AT LAW OR IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and conditions of this Agreement, and shall apply

the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 6132 N 300 W #160, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; TELEPHONE CALLS RECORDING; PRIVACY POLICY. You request that Aptive sends you notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that you provided to Aptive, to (i) provide you with any required notices regarding pesticides applied to your property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with you regarding your account (including, without limitation, to collect outstanding or past due amounts that you owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You agree that Aptive and others acting on our behalf may monitor and/or record telephone calls between you and us regarding this Agreement. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goaptive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

06 / 16 / 2022

06 / 16 / 2022

DATE

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 06 / 21 / 2022

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

06 / 16 / 2022

06 / 16 / 2022

DATE

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

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I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE



WEST BRANDYWINE POLICE DEPARTMENT

198 Lafayette Road, West Brandywine, PA 19320

Office (610)380-8201 Fax (610)384-0438

Website: wbrandywine.org

Email: wbpolicy@wbrandywinepd.org



RTKL Response: Request Denied

Right-To-Know Response

2/22/2023

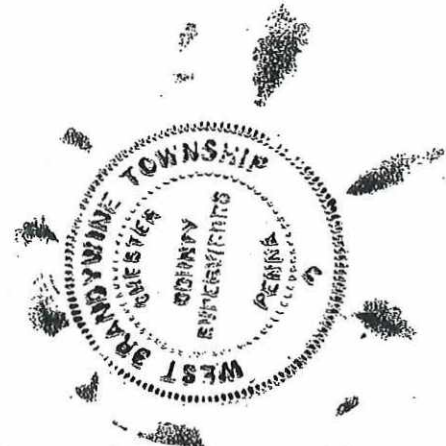
Jaimie George

Office of Attorney General

1251 Waterfront Place

Pittsburgh, PA 15222

Dear Ms George,



Thank you for writing to West Brandywine Township Police Department to request records pursuant to Pennsylvania’s Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101 *et seq.*

On March 13th, 2023, you requested all documents evidencing that Aptive Environmental either on its own behalf or by way of employee, agent or assign possessed necessary authorization from WBT to engage in door to door sales on June 16th, 2022. Your request is denied for the following reasons, as permitted by the RTKL.

The withheld or redacted information is exempt from disclosure under Section 708 of the Pennsylvania Right to Know Law. Therefore, your Right to Know request is hereby denied because the record does not exist

You have a right to appeal this denial in writing to: Office of Open Records, 333 Market St., 16th Floor, Harrisburg, PA 17101-2234. Appeals can also be filed online at the Office of Open Records website, <https://www.openrecords.pa.gov>.

For denials of criminal investigation records: You have a right to appeal this denial in writing to: Chester County District Attorney, Open Records Officer, 201 W. Market St., Suite 4450, West Chester, PA 19380-0989, Telephone Number 610-344-6801.

If you choose to file an appeal, you must do so within 15 business days of the date of the agency’s response, (see 65 P.S. § 67.1101). Please note that a copy of your original Right-to-Know request, the agency’s extension notice (if applicable) and this denial letter must be included when filing an appeal. The law also requires that you state the reasons why the record is a public record and address the reasons the Agency denied your request. Visit the Office of Open Records website <https://www.openrecords.pa.gov>. for further information on filing an appeal. Please be advised that this correspondence will serve to close this record with our office as permitted by law.

If you have additional questions, please contact the department for assistance.

Respectfully,

Jeff Kimes
Jeff Kimes

Chief of Police

West Brandywine Twp Police—Open Record Officer

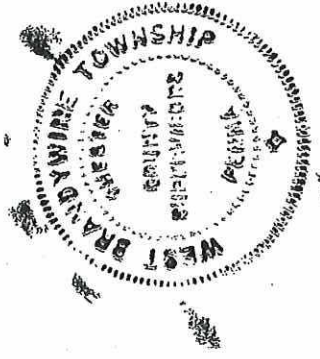


Exhibit G

8015622847
 customersupport@goaptive.com
 Lic. #BU12946

Service Agreement

07 / 15 / 2022

INITIAL TREATMENT DATE

This Service Agreement ("Agreement") is made and entered into this 15 day of Jul, 2022, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME
 [REDACTED]
 226 Pine Tree Dr
STREET ADDRESS
 Cresco, PA 18326
CITY, STATE, ZIP CODE
 [REDACTED]
PRIMARY PHONE NUMBER **ADDITIONAL PHONE NUMBER**
 [REDACTED]
EMAIL ADDRESS (REQUIRED)
 [REDACTED]

BILLING INFORMATION

BILLING NAME (if different)
 [REDACTED]
STREET ADDRESS OR P.O. BOX
 [REDACTED]
CITY, STATE, ZIP CODE
 [REDACTED]
PAYMENT METHOD - LAST 4 DIGITS
 [REDACTED]

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. **INITIAL TERM AND CANCELLATION.** THE INITIAL TERM OF THIS AGREEMENT IS eighteen (18) MONTHS. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL W

18.1 IF YOU RECEIVED A DISCOUNT FROM STANDARD INITIAL TREATMENT FEE OF \$399.00, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY ACTIVE THE LESSER OF (A) \$199.00, or (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL W

18.2 ^{DS} THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 60 DAYS AFTER THE INITIAL TREATMENT. INITIAL W

18.3 ^{DS} AFTER THE FIRST STANDARD TREATMENT, EACH STANDARD TREATMENT WILL BE PERFORMED EVERY 30 ^{AF} TO 100 DAYS, ACCORDING TO THE SERVICE PLAN YOU SELECTED BELOW. INITIAL W

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Tick, Millipedes, Pill Bugs, Silverfi Spiders, Rodents (Indoor), and/or Wasps.

<input type="checkbox"/> aptive pro Every 90-100 days	<input type="checkbox"/> Pantry Pests <input type="checkbox"/> Rodents (Outdoor) <input type="checkbox"/> Scorpions <input type="checkbox"/> Slug, Snails and Aphids <input type="checkbox"/> German Cockroaches	INITIAL TREATMENT (DUE TODAY)	STANDARD TREATMENT
<input checked="" type="checkbox"/> aptive pro+ May-Oct: Every 30-60 days Nov-April: Every 60-100 days		Initial Treatment Discount -\$230.00	Specialty Pests \$ 0.00
		Specialty Pests \$ 0.00	German Cockroaches \$ 0.00
		German Cockroaches \$ 0.00	Sub Total \$ 169.00
		Additional Services \$ 0.00	Tax \$ 10.14
		Sub Total \$ 169.00	
		Tax \$ 10.14	Per Standard Treatment Total \$ 179.14
		Nothing But Nets Donation \$ 0.00	or
		Initial Total \$ 179.14	Monthly Payment \$

Aptive does not treat for mosquitoes, bees, wildlife, termites, or any wood destroying insects.

Except for Specialty Pest treatments that require treatment of the interior of the home, Aptive will only treat the interior of the home, if requested, for specific pest infestations at the time of the Initial Treatment. (See § 9 below for details). Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. (See § 8 below for details.)

3. **PAYMENT TERMS; FEE INCREASE.** The fee for each Treatment is due at the time each Treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. (See § 6 below for details.)

3.1 **EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION.** You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or monthly payments as set forth above, plus any applicable taxes, and including any past due amounts, any amounts that may accumulate in arrears according to this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel this authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. (See § 7 below for details.)

4. **COPY OF AGREEMENT; NOTICES OF CANCELLATION.** You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the email address that you provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 AND ARE PART OF THIS AGREEMENT, WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me. INITIAL W

NAME [REDACTED]	DATE 7/15/2022	NAME Caleb Grondel	LICENSE# (IF REQUIRED)
SIGNATURE [REDACTED]	DATE 7/15/2022	REPRESENTATIVE'S SIGNATURE /s/ Caleb Grondel	DATE 7/15/2022

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN FIFTEEN (15) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee of \$5 shall apply to each paper invoice so rendered.

8. RESERVES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes, bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for exterior treatment only, unless specialty pests are included in the Standard Treatment. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatments for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasp nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY AT LAW OR IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

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the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

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The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 6132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; TELEPHONE CALLS RECORDING; PRIVACY POLICY. You request that Aptive sends you notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that you provided to Aptive, to (i) provide you with any required notices regarding pesticides applied to your property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with you regarding your account (including, without limitation, to collect outstanding or past due amounts that you owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You agree that Aptive and others acting on our behalf may monitor and/or record telephone calls between you and us regarding this Agreement. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goaprive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

07 / 15 / 2022

DATE

07 / 15 / 2022

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07 / 19 / 2022

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

07 / 15 / 2022

DATE

07 / 15 / 2022

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07 / 19 / 2022

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE



Certification

Name of Requester: Jaimie George, Office of Attorney General

Records Requested: All documents evidencing that Aptive Environmental LLC; either on its own behalf or by way of an employee, agent or assign; possessed the necessary authorizations from Pocono Township to engage in door-to-door sales on July 15, 2022.

I, Krisann MacDougall, Alternate Open Records Officer, hereby declare under the penalty of perjury, pursuant to 18 PA.C.S. § 4904, that the following statements are true and correct based upon my personal knowledge information and belief:

1. I serve as the Alternate Open Records Officer for Pocono Township.
2. I am responsible for searching township files in response to requests filed with the township pursuant to the Right-to-Know Law.
3. In my capacity as Alternate Open Records Office, I am familiar with the records of the township.
4. Upon receipt of the request, I conducted a thorough examination of files in the possession, custody, and control of the township for records responsive to the request underlying this appeal, specifically, all solicitation requests, applications and permits issued for Pocono Township.
5. Additionally, I have inquired with relevant Agency personnel and, if applicable, relevant third-party contractors as to whether the requested records exist in their possession, specifically, SFM Consulting, Pocono Township's Third-Party Zoning/Building Codes Officers.



6. After conducting a good faith search of the township's files, I identified no records within Pocono Townships possession, custody or control that are responsive to the request.
7. I Certify that this document is a complete and true copy of the original responsive record.

Signature: Krisann MacDougall Date: 3/14/2023

Krisann MacDougall
Alternate Open Records Officer



I certify, under seal that the above signer has the Officer's official capacity to attest to the information set forth above, and the signature is genuine.

Signature: Taylor W. Munoz Date: 3-14-23
Taylor Munoz, Open Records Officer

Exhibit H

Magisterial District Judge 07-2-08

DOCKET

Docket Number: MJ-07208-NT-0000164-2021



Commonwealth of Pennsylvania
v.
Aptive Environmental

Non-Traffic Docket

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Regina Armitage	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/28/2021
<u>Arresting Agency:</u>	Central Bucks Regional Police	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3208565-3	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	07/26/2021
<u>County:</u>	Bucks	<u>Township:</u>	Chalfont Borough
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/28/2021	Completed
	07/26/2021	Case Balance Due
	07/26/2021	Case Disposed/Penalty Imposed
	07/26/2021	Awaiting Sentencing
	06/28/2021	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental, Bensalem, PA
Arresting Officer	Maloney, Kyle T.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 289-2 §§ a	S	Permit required for door-to-door solicitations	06/01/2021	Guilty Plea.

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	07/26/2021	Yes

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Permit required for door-to-door solicitations	Guilty Plea

Magisterial District Judge 07-2-08

DOCKET

Docket Number: MJ-07208-NT-0000164-2021

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filed	Applies To
07/26/2021	Order Imposing Sentence Printed	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/26/2021	Summons Cancelled	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/26/2021	Guilty Plea	Magisterial District Judge Regina Armitage	Aptive Environmental, Defendant
07/19/2021	Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/19/2021	Certified Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/30/2021	Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/30/2021	First Class Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/28/2021	Non-Traffic Citation Filed	Magisterial District Court 07-2-08	

PAYMENT PLAN SUMMARY

Payment Plan No.	Payment Plan Freq.	Next Due Date	Active	Next Due Amt.	Overdue Amt.
07208-2021-P0000446	Single Payment		No	\$0.00	\$0.00

Responsible Participant
Aptive Environmental, Bensalem, PA

Payment Plan History:	Payment Dt.	Applied Dt.	Transaction Type	Payer	Participant Role	Amount
	07/28/2021	07/28/2021	Payment	Behrle, Timothy	Remitter	\$250.12

CASE FINANCIAL INFORMATION

Case Balance:	Next Payment Amt:	Assessment Amt	Adjustment Amt	Non-Monetary Payment Amt	Payment Amt	Balance
\$0.00						
<u>Last Payment Amt:</u>	<u>Next Payment Due Date:</u>					
Local Ordinance		\$150.00	\$0.00	\$0.00	(\$150.00)	\$0.00
ATJ		\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES		\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)		\$9.40	\$0.00	\$0.00	(\$9.40)	\$0.00
County Court Cost (Act 204 of 1976)		\$34.70	\$0.00	\$0.00	(\$34.70)	\$0.00
JCPS		\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project		\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP		\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)		\$9.40	\$0.00	\$0.00	(\$9.40)	\$0.00
Postage - Case		\$0.51	\$0.00	\$0.00	(\$0.51)	\$0.00
Postage - Case		\$5.86	\$0.00	\$0.00	(\$5.86)	\$0.00

Magisterial District Judge 15-3-04

DOCKET

Docket Number: MJ-15304-NT-0000227-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Albert Michael Iacocca	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/02/2019
<u>Arresting Agency:</u>	Kennett Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2564421-6	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	09/16/2019
<u>County:</u>	Chester	<u>Township:</u>	Kennett Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	09/17/2019	Completed
	09/16/2019	Case Balance Due
	09/16/2019	Case Disposed/Penalty Imposed
	09/16/2019	Awaiting Sentencing
	09/16/2019	Awaiting Plea
	08/02/2019	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Simmons, Elysia M.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 160-11	S	Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	07/17/2019	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	09/16/2019	Yes

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	Guilty Plea

Magisterial District Judge 15-3-04

DOCKET

Docket Number: MJ-15304-NT-0000227-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental.

Page 2 of 2

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
09/16/2019	Guilty Plea	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
08/28/2019	Certified Summons Accepted	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Certified Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	First Class Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/02/2019	Non-Traffic Citation Filed	Magisterial District Court 15-3-04	

PAYMENT PLAN SUMMARY

<u>Payment Plan No.</u>	<u>Payment Plan Freq.</u>	<u>Next Due Date</u>	<u>Active</u>	<u>Next Due Amt.</u>	<u>Overdue Amt.</u>
15304-2019-P0000641	Single Payment		No	\$0.00	\$0.00

Responsible Participant
Aptive Environmental

<u>Payment Plan History:</u>	<u>Payment Dt.</u>	<u>Applied Dt.</u>	<u>Transaction Type</u>	<u>Payer</u>	<u>Participant Role</u>	<u>Amount</u>
	09/17/2019	09/17/2019	Payment	Decker, Joshua	Remitter	\$788.10

CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	<u>Next Payment Amt:</u>						
\$0.00		<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>	
<u>Last Payment Amt:</u>	<u>Next Payment Due Date:</u>						
		Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
		ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
		CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
		Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
		County Court Cost (Act 204 of 1976)	\$33.00	\$0.00	\$0.00	(\$33.00)	\$0.00
		JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
		Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
		OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
		State Court Costs (Act 204 of 1976)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
		Postage - Case	\$5.60	\$0.00	\$0.00	(\$5.60)	\$0.00

Magisterial District Judge 15-3-04

DOCKET

Docket Number: MJ-15304-NT-0000228-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned: Magisterial District Judge Albert Michael Issue Date:
Iacocca
OTN: File Date: 08/02/2019
Arresting Agency: Kennett Township Police Dept Arrest Date:
Citation No.: R 2564420-5 Incident No.:
Disposition: Guilty Plea Disposition Date: 09/16/2019
County: Chester Township: Kennett Township
Case Status: Closed

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	09/17/2019	Completed
	09/16/2019	Case Balance Due
	09/16/2019	Case Disposed/Penalty Imposed
	09/16/2019	Awaiting Sentencing
	09/16/2019	Awaiting Plea
	08/02/2019	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Simmons, Elysia M.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 160-11	S	Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	07/18/2019	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	09/16/2019	Yes

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	Guilty Plea

Magisterial District Judge 15-3-04

DOCKET

Docket Number: MJ-15304-NT-0000228-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
09/16/2019	Guilty Plea	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
08/28/2019	Certified Summons Accepted	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Certified Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	First Class Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/02/2019	Non-Traffic Citation Filed	Magisterial District Court 15-3-04	

PAYMENT PLAN SUMMARY

Payment Plan No.	Payment Plan Freq.	Next Due Date	Active	Next Due Amt.	Overdue Amt.
15304-2019-P0000641	Single Payment		No	\$0.00	\$0.00

Responsible Participant
Aptive Environmental

Payment Plan History: Payment Dt.	Applied Dt.	Transaction Type	Payer	Participant Role	Amount
09/17/2019	09/17/2019	Payment	Decker, Joshua	Remitter	\$788.10

CASE FINANCIAL INFORMATION

Case Balance:	\$0.00	Next Payment Amt:			
Last Payment Amt:		Next Payment Due Date:			
	Assessment Amt	Adjustment Amt	Non-Monetary Payment Amt	Payment Amt	Balance
Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
County Court Cost (Act 204 of 1976)	\$33.00	\$0.00	\$0.00	(\$33.00)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00

Magisterial District Judge 07-2-08

DOCKET

Docket Number: MJ-07208-NT-0000188-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Regina Armitage	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/25/2019
<u>Arresting Agency:</u>	Central Bucks Regional Police	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2670127-5	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	07/17/2019
<u>County:</u>	Bucks	<u>Township:</u>	Chalfont Borough
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/18/2019	Completed
	07/17/2019	Case Balance Due
	07/17/2019	Case Disposed/Penalty Imposed
	07/17/2019	Awaiting Sentencing
	06/25/2019	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Kutys, Gregory L.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 13 §§ 102 A	S	Solicitation without a permit	06/12/2019	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	07/17/2019	Yes

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Solicitation without a permit	Guilty Plea

Magisterial District Judge 07-2-08

DOCKET

Docket Number: MJ-07208-NT-0000188-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
07/17/2019	Order Imposing Sentence Printed	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/17/2019	Summons Cancelled	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/17/2019	Guilty Plea	Magisterial District Judge Regina Armitage	Aptive Environmental, Defendant
07/15/2019	Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
07/15/2019	Certified Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/26/2019	Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/26/2019	First Class Summons Issued	Magisterial District Court 07-2-08	Aptive Environmental, Defendant
06/25/2019	Non-Traffic Citation Filed	Magisterial District Court 07-2-08	

CASE FINANCIAL INFORMATION

Case Balance: \$0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$25.00	\$0.00	\$0.00	(\$25.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
County Court Cost (Act 204 of 1976)	\$33.00	\$0.00	\$0.00	(\$33.00)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
Postage - Case	\$0.50	\$0.00	\$0.00	(\$0.50)	\$0.00
Postage - Case	\$5.60	\$0.00	\$0.00	(\$5.60)	\$0.00

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000062-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Maurice H. Saylor	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	04/26/2022
<u>Arresting Agency:</u>	Upper Pottsgrove Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2964470-5	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	10/11/2022
<u>County:</u>	Montgomery	<u>Township:</u>	Upper Pottsgrove Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	10/11/2022	Completed
	10/11/2022	Case Balance Due
	10/11/2022	Case Disposed/Penalty Imposed
	10/11/2022	Awaiting Sentencing
	10/11/2022	Awaiting Plea
	04/26/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental LLC
Arresting Officer	Guldin, Bradley C.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 240 §§ 1	S	Peddling & Soliciting- License Required	04/25/2022	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	10/11/2022	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Peddling & Soliciting- License Required	Guilty Plea

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000062-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H. Saylor	Aptive Environmental LLC, Defendant
05/18/2022	Certified Summons Accepted	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/13/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/13/2022	Certified Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
04/27/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
04/27/2022	First Class Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
04/26/2022	Non-Traffic Citation Filed	Magisterial District Court 38-2-03	

CASE FINANCIAL INFORMATION

Case Balance: \$0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	Assessment Amt	Adjustment Amt	Non-Monetary Payment Amt	Payment Amt	Balance
Local Ordinance	\$600.00	\$0.00	\$0.00	(\$600.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
County Court Cost (Act 204 of 1976)	\$35.10	\$0.00	\$0.00	(\$35.10)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
Postage - Case	\$0.58	\$0.00	\$0.00	(\$0.58)	\$0.00
Constable Education Training Act	\$5.00	\$0.00	\$0.00	(\$5.00)	\$0.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	(\$19.00)	\$0.00
Server Fee	\$33.35	\$0.00	\$0.00	(\$33.35)	\$0.00

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000076-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Maurice H. Saylor	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	05/18/2022
<u>Arresting Agency:</u>	Upper Pottsgrove Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3409004-4	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	10/11/2022
<u>County:</u>	Montgomery	<u>Township:</u>	Upper Pottsgrove Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	10/11/2022	Completed
	10/11/2022	Case Balance Due
	10/11/2022	Case Disposed/Penalty Imposed
	10/11/2022	Awaiting Sentencing
	10/11/2022	Awaiting Plea
	05/18/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental LLC
Arresting Officer	Guldin, Bradley C.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 240 §§ 1	S	Peddling & Soliciting- License Required	04/26/2022	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	10/11/2022	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Peddling & Soliciting- License Required	Guilty Plea

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000076-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H. Saylor	Aptive Environmental LLC, Defendant
06/07/2022	Certified Summons Accepted	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
06/03/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
06/03/2022	Certified Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	First Class Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	Non-Traffic Citation Filed	Magisterial District Court 38-2-03	

CASE FINANCIAL INFORMATION

Case Balance: \$0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	Assessment Amt	Adjustment Amt	Non-Monetary Payment Amt	Payment Amt	Balance
Local Ordinance	\$600.00	\$0.00	\$0.00	(\$600.00)	\$0.00
Postage - Case	\$0.58	\$0.00	\$0.00	(\$0.58)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
County Court Cost (Act 204 of 1976)	\$35.10	\$0.00	\$0.00	(\$35.10)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
Postage - Case	\$6.38	\$0.00	\$0.00	(\$6.38)	\$0.00
Constable Education Training Act	\$5.00	\$0.00	\$0.00	(\$5.00)	\$0.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	(\$19.00)	\$0.00
Server Fee	\$33.35	\$0.00	\$0.00	(\$33.35)	\$0.00

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000077-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Maurice H. Saylor	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	05/18/2022
<u>Arresting Agency:</u>	Upper Pottsgrove Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3409005-5	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	10/11/2022
<u>County:</u>	Montgomery	<u>Township:</u>	Upper Pottsgrove Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	10/11/2022	Completed
	10/11/2022	Case Balance Due
	10/11/2022	Case Disposed/Penalty Imposed
	10/11/2022	Awaiting Sentencing
	10/11/2022	Awaiting Plea
	05/18/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental LLC
Arresting Officer	Guldin, Bradley C.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 240 §§ 1	S	Peddling & Soliciting- License Required	04/26/2022	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	10/11/2022	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Peddling & Soliciting- License Required	Guilty Plea

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000077-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H. Saylor	Aptive Environmental LLC, Defendant
06/07/2022	Certified Summons Accepted	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
06/03/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
06/03/2022	Certified Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	First Class Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
05/18/2022	Non-Traffic Citation Filed	Magisterial District Court 38-2-03	

CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	\$0.00	<u>Next Payment Amt:</u>				
<u>Last Payment Amt:</u>		<u>Next Payment Due Date:</u>				
	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>	
Local Ordinance	\$600.00	\$0.00	\$0.00	(\$600.00)	\$0.00	
Postage - Case	\$0.58	\$0.00	\$0.00	(\$0.58)	\$0.00	
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00	
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00	
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00	
County Court Cost (Act 204 of 1976)	\$35.10	\$0.00	\$0.00	(\$35.10)	\$0.00	
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00	
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00	
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00	
State Court Costs (Act 204 of 1976)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00	
Postage - Case	\$6.38	\$0.00	\$0.00	(\$6.38)	\$0.00	
Constable Education Training Act	\$5.00	\$0.00	\$0.00	(\$5.00)	\$0.00	
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	(\$19.00)	\$0.00	
Server Fee	\$33.35	\$0.00	\$0.00	(\$33.35)	\$0.00	

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000107-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Maurice H. Saylor	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/19/2022
<u>Arresting Agency:</u>	Upper Pottsgrove Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3409017-3	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	10/11/2022
<u>County:</u>	Montgomery	<u>Township:</u>	Upper Pottsgrove Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	10/11/2022	Completed
	10/11/2022	Case Balance Due
	10/11/2022	Case Disposed/Penalty Imposed
	10/11/2022	Awaiting Sentencing
	10/11/2022	Awaiting Plea
	07/19/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental LLC
Arresting Officer	Guldin, Bradley C.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 240 §§ 1	S	Peddling & Soliciting- License Required	07/18/2022	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	10/11/2022	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Peddling & Soliciting- License Required	Guilty Plea

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000107-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H. Saylor	Aptive Environmental LLC, Defendant
08/08/2022	Certified Summons Accepted	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
08/05/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
08/05/2022	Certified Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/20/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/20/2022	First Class Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/19/2022	Non-Traffic Citation Filed	Magisterial District Court 38-2-03	

CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	\$0.00	<u>Next Payment Amt:</u>					
<u>Last Payment Amt:</u>		<u>Next Payment Due Date:</u>					
			<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	
						<u>Balance</u>	
Local Ordinance			\$600.00	\$0.00	\$0.00	(\$600.00)	\$0.00
ATJ			\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES			\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)			\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
County Court Cost (Act 204 of 1976)			\$35.10	\$0.00	\$0.00	(\$35.10)	\$0.00
JCPS			\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project			\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP			\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)			\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
Postage - Case			\$0.60	\$0.00	\$0.00	(\$0.60)	\$0.00
Postage - Case			\$6.84	\$0.00	\$0.00	(\$6.84)	\$0.00
Constable Education Training Act			\$5.00	\$0.00	\$0.00	(\$5.00)	\$0.00
Miscellaneous Issuances			\$19.00	\$0.00	\$0.00	(\$19.00)	\$0.00
Server Fee			\$33.75	\$0.00	\$0.00	(\$33.75)	\$0.00

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. Docket sheet information should not be used in place of a criminal history background check, which can only be provided by the Pennsylvania State Police. Employers who do not comply with the provisions of the Criminal History Record Information Act (18 Pa.C.S. Section 9101 et seq.) may be subject to civil liability as set forth in 18 Pa.C.S. Section 9183.

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000108-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Maurice H. Saylor	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/19/2022
<u>Arresting Agency:</u>	Upper Pottsgrove Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2964492-6	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	10/11/2022
<u>County:</u>	Montgomery	<u>Township:</u>	Upper Pottsgrove Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	10/11/2022	Completed
	10/11/2022	Case Balance Due
	10/11/2022	Case Disposed/Penalty Imposed
	10/11/2022	Awaiting Sentencing
	10/11/2022	Awaiting Plea
	07/19/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental LLC
Arresting Officer	Morgan, Brock J.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 240 §§ 1	S	Peddling & Soliciting- License Required	07/18/2022	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	10/11/2022	No

<u>Offense Seq./Description</u>	<u>Offense Disposition</u>
1 Peddling & Soliciting- License Required	Guilty Plea

Magisterial District Judge 38-2-03

DOCKET

Docket Number: MJ-38203-NT-0000108-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H. Saylor	Aptive Environmental LLC, Defendant
08/08/2022	Certified Summons Accepted	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
08/05/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
08/05/2022	Certified Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/20/2022	Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/20/2022	First Class Summons Issued	Magisterial District Court 38-2-03	Aptive Environmental LLC, Defendant
07/19/2022	Non-Traffic Citation Filed	Magisterial District Court 38-2-03	

CASE FINANCIAL INFORMATION

Case Balance: \$0.00 Next Payment Amt:
Last Payment Amt: Next Payment Due Date:

	Assessment Amt	Adjustment Amt	Non-Monetary Payment Amt	Payment Amt	Balance
Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
County Court Cost (Act 204 of 1976)	\$35.10	\$0.00	\$0.00	(\$35.10)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.45	\$0.00	\$0.00	(\$9.45)	\$0.00
Postage - Case	\$0.60	\$0.00	\$0.00	(\$0.60)	\$0.00
Postage - Case	\$6.84	\$0.00	\$0.00	(\$6.84)	\$0.00
Server Fee	\$33.75	\$0.00	\$0.00	(\$33.75)	\$0.00

Exhibit I



COMMONWEALTH OF PENNSYLVANIA CITATION NO.
NON-TRAFFIC CITATION R3208565-3

1. Magisterial District Number 07-2-06		2. District Number NT-164-21		3. Social Security Number	
4. Address of Magisterial District Office 162 Town Center New Britain PA 19001				5. Driver's Number	
6. State <input type="checkbox"/> PA					
7. Defendant's Name - First (Last) Aphie Environmental					
8. Defendant's Address (Street-City-State-Zip Code) 3448 Bridgeway Dr Bensalem PA 19002					
9. Race/Ethnicity (W) <input type="checkbox"/> White (A) <input type="checkbox"/> Asian (M) <input type="checkbox"/> Male (B) <input type="checkbox"/> Black (H) <input type="checkbox"/> Hispanic (F) <input type="checkbox"/> Female (I) <input type="checkbox"/> Native American (U) <input type="checkbox"/> Unknown		11. Date of Birth (MM/DD/YY)		12. Resident Status (R) <input type="checkbox"/> Resident (N) <input type="checkbox"/> Non-Resident (U) <input type="checkbox"/> Unknown	
10. Case Initiated by (O) <input type="checkbox"/> On-View Arrest (C) <input type="checkbox"/> Citation/Summons					
14. JUVENILE <input type="checkbox"/> Yes		15. Parents Notified <input type="checkbox"/> Yes		17. Date Notified	
16. Parent's Name					
18. Time					
19. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages <input checked="" type="checkbox"/> Other: Solicitation					
20. Nature of Offense No person shall peddle or solicit business of any nature whatever or collect and funds for any service or charity.				21. Pa. Code	
				22. <input type="checkbox"/> CRIMES CODE TITLE 18 y local ord.	
				23. SECTION 24. SUB SEC. 289-2 A	
				25. FINE 150.00	
				26. COSTS	
				27. J.C.P./A.T.J. A.C.J.E.A./O.A.G. \$ 40.25	
				28. TOTAL DUE \$	
31. Date 6/1/21		32. Time 1139		33. Day Tues	
34. City/Town/Borough Chalfont		35. County Berks		36. Zone	
37. Location 17 Hellburg Ave Chalfont PA 18914		38. County Code		39. County Code	
40. Defendant's Signature - Acknowledges Receipt of Citation X please mail				41. Date 6/24/21	
				42. <input type="checkbox"/> Issued <input type="checkbox"/> Filed on info. received	
43. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to unsworn testimony to authorities. I certify this filing complies with the US Case Records Public Access Policy. OFFICER'S SIGNATURE: Aphie Maloney BADGE NUMBER: 502 ORI NUMBER: PA0096300					
44. Station Address 57 W. Court St. Doylestown PA 18901					
45. Offense Code		46. Property Record No.		47. Systems Code	
				48. <input type="checkbox"/> Initial Report <input type="checkbox"/> Attention LCE	
49. Incident No.		50. Incident No.		51. Victim's Name	
				52. Date of Birth (MM/DD/YY)	
				53. Sex	
				54. Race/Ethnicity	
55. Victim's Address (Street-City-State-Zip Code)				56. Phone Number	
57. Confidential Information Section					
58. Previous Citations List 80-2-10 Business knowingly sent solicitation for business in Chalfont Borough without obtaining permit					
RECEIVED R3208565-3					
59. Supp. Init. Badge No.					

MAIL IN PLEA

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-07208-NT-0000164-2021 Citation No: R 3208565-3

Defendant: Aptive Environmental, Bensalem, PA

1. I PLEAD NOT GUILTY

2. I PLEAD GUILTY

(Signature) 80-2-10

(Signature)

2021 JUL 26 PM 2:38

RECEIVED

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.





TIME PAYMENT ORDER

Mag. Dist. No: MDJ-07-2-08
MDJ Name: Honorable Regina Armitage
Address: 962 Town Center
New Britain, PA 18901
Telephone: 215-230-7265

Commonwealth of Pennsylvania
v.
Aptive Environmental

File Copy

Payment Plan No: 07208-2021-P0000446

A hearing was held on 07/26/2021, to determine the ability of the defendant to pay the sentence of fines, costs and restitution imposed on 07/26/2021.

The defendant, Aptive Environmental, is hereby ordered to make payments to this court based on the payment schedule on the following page(s). For administrative efficiency, this case may be combined with other cases that have been ordered to be paid in installments.

MJ-07208-NT-0000164-2021	
Fine:	\$150.00
Costs:	\$100.12
Restitution:	\$0.00
Other:	\$0.00
TOTAL	\$250.12

Payments shall be made payable to Magisterial District Court 07-2-08 until all monies owed in the above referenced case are paid in full.

I acknowledge receipt of a copy of this order and further understand that if I do not make payments within the time specified, a warrant for my arrest may be issued in each case subject to the time payment order. Failure to comply with this payment schedule may result in the following:

1. Finding of **CRIMINAL CONTEMPT PURSUANT TO 42 Pa.C.S. 4137.**
2. Suspension of driving privileges for Violation of Title 75 Moving Violations.
3. Referral to a private collection agency if it is found that I am financially able to pay the fines, costs, or restitution imposed.

I understand my obligations under this payment schedule and have been given an opportunity to ask any questions.

Defendant: Aptive Environmental
Address: 3448 Progress Drive
Bensalem, PA 19020

7/26/21 [Signature]
Date Signature

July 26, 2021 [Signature]
Date Magisterial District Judge Regina Armitage





COMMONWEALTH OF PENNSYLVANIA CITATION NO.

NON-TRAFFIC CITATION R2670127-5

1. Magisterial District Number: 07-3-08 2. Fine Number: NT-188-2019 3. Social Security Number

4. Address of Magisterial District Office: 962 Town Center, New Britain, PA 18901 6. Driver's Number 8. State: PA

7. Defendant's Name - First: Aptiva Environmental Middle Last

8. Defendant's Address (Street City State Zip Code): 2650 Eisenhower Ave Allentown, PA 19103

9. Race/Ethnicity: (W) White (A) Asian (M) Male (F) Female (B) Black (H) Hispanic (N) Non-Resident (U) Unknown (C) Citation/Summons (O) On-View Arrest

14. JUVENILE: Yes No 15. Parents Notified: Yes No 16. Parent's Name 17. Date Notified 18. Time

19. Charge: Disorderly Conduct, Criminal Trespass, Theft of Services, Criminal Mischief, Harassment, Public Drunkenness, Scattering Rubbish, Retail Theft, Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages, Other

20. Nature of Offense: Soliciting without a valid permit in Chalfont Borough 21. Pa. Code 22. CRIMES CODE TITLE IS: OK

23. SECTION: Ch 13 24. SUB SEC: 102A 25. FINE: 25.00 26. COSTS 27. J.P./A.J./O.J.E.A./O.A.G. \$ 40.25 28. TOTAL DUE \$

29. Military Service: No 30. Lab Services Requested: No 31. Date: 6/18/19 32. Time: 19:19 33. Day: Wednesday 34. City/Twp/Boro: Chalfont Borough 35. Code: 402 36. Zone: 2

37. Location: 5 Jana Circle, Chalfont, PA 18914 38. County: Bucks 39. County Code: 09

40. Defendant's Signature - Acknowledges Receipt of Citation: X Please Mail Out 41. Date: 6/22/19 42. Issued: Yes No 43. Filed on Info. received: No

43. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to uniform falsification to authorities. I certify this filing complies with the US Case Records Public Access Policy. OFFICER'S SIGNATURE: [Signature] BADGE NUMBER: 118 ORI NUMBER: 10096300

44. Officer's Address: 557 W. Court St, Doylestown, PA 18901

45. Offense Code: 46. Property Record No. 47. Statute Code: 48. Initial Report: No 49. American LCE: No 50. Incident No.: 20190612M1014

51. Victim's Name: 52. Date of Birth (MM/DD/YYYY): 53. Sex: 54. Race/Ethnicity:

55. Victim's Address (Street City State Zip Code): 56. Phone Number:

57. Disciplinary Information (Section):

58. Remarks/Subpoena List: Two employees were soliciting for Aptiva without a valid permit in Chalfont Borough

RECEIVED

R2670127-5

58. Supv. Init. Badge No.

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-07208-NT-0000188-2019 Citation No: R 2670127-5 Defendant: Aptive Environmental

1. I PLEAD NOT GUILTY

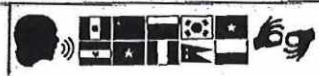
(Signature)

2. I PLEAD GUILTY

(Signature)

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

MDJS 617
Printed: 06/26/2019 8:32:54AM



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215-348-6057

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000227-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 3

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Albert Michael Iacocca	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/02/2019
<u>Arresting Agency:</u>	Kennett Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2564421-6	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	09/16/2019
<u>County:</u>	Chester	<u>Township:</u>	Kennett Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	09/17/2019	Completed
	09/16/2019	Case Balance Due
	09/16/2019	Case Disposed/Penalty Imposed
	09/16/2019	Awaiting Sentencing
	09/16/2019	Awaiting Plea
	08/02/2019	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>OTN/LOTN</u>	<u>Docket Number</u>	<u>Was Sworn In?</u>	<u>Has Testified?</u>
Defendant	Aptive Environmental				
Prosecution	Commonwealth of Pennsylvania				
Remitter	Decker, Joshua				
Arresting Officer	Simmons, Elysia M.				

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 160-11	S	Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	07/17/2019	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	09/16/2019	Yes
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	Guilty Plea	

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000227-2019

Non-Traffic Docket



Commonwealth of Pennsylvania

v.

Aptive Environmental

Page 2 of 3

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
09/17/2019	Penalty Satisfied	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/17/2019	Notice of Impending Warrant Cancelled Reason: ePayment Reason Date: Sep 16 2019	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/17/2019	Notice of Impending Warrant Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Penalty Assessed	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Order - Sentence/Penalty Imposed	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
09/16/2019	GUILTY PLEA	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Cancelled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Printed	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/10/2019	Bench Warrant Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/28/2019	Certified Summons Accepted	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Certified Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/22/2019	Certified Summons Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	First Class Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/02/2019	Non-Traffic Citation Filed	Magisterial District Court 15-3-04	

PAYMENT PLAN SUMMARY

Payment Plan No.	Payment Plan Freq.	Next Due Date	Active	Next Due Amt.	Overdue Amt.
15304-2019-P0000641	Single Payment		No	\$0.00	\$0.00

Responsible Participant

Aptive Environmental

Payment Plan History:	Payment Dt.	Applied Dt.	Transaction Type	Payer	Participant Role	Amount
	09/17/2019	09/17/2019	Payment	Decker, Joshua	Remitter	\$788.10

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000227-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 3 of 3

CASE FINANCIAL INFORMATION

Case Balance: \$ 0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
County Court Cost (Act 204 of 1976)	\$33.00	\$0.00	\$0.00	(\$33.00)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
Postage - Case	\$5.60	\$0.00	\$0.00	(\$5.60)	\$0.00

October 04, 2022

Date

Magisterial District Judge Iacocca





COMMONWEALTH OF PENNSYLVANIA CITATION NO.

NON-TRAFFIC CITATION R2564421-6

1. Magisterial District Number 15-3-04		2. Docket Number NT-227-19		3. Social Security Number	
4. Address of Magisterial District Office 918 W. CYPRESS ST., KENNETT, SQ, PA 19348				5. Driver's Number	
6. State <input type="checkbox"/> PA					
7. Defendant's Name - First Middle Last Active Environmental					
8. Defendant's Address (Street-City-State-Zip Code) 2050 Eisenhower Ave #A103, Trooper Pa 19403					
9. Race/Ethnicity (W) <input type="checkbox"/> White (A) <input type="checkbox"/> Asian (B) <input type="checkbox"/> Black (H) <input type="checkbox"/> Hispanic (I) <input type="checkbox"/> Native American (U) <input type="checkbox"/> Unknown		10. Sex (M) <input type="checkbox"/> Male (F) <input type="checkbox"/> Female		11. Date of Birth (MM/DD/YY)	
12. Resident Status (R) <input type="checkbox"/> Resident (N) <input checked="" type="checkbox"/> Non-Resident (U) <input type="checkbox"/> Unknown		13. Case Instituted by (O) <input type="checkbox"/> On-View Arrest (C) <input type="checkbox"/> Citation/Summons			
14. JUVENILE <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Parents Held <input type="checkbox"/> Yes <input type="checkbox"/> No		16. Parents Name	
17. Date Notified		18. Time			
19. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages <input checked="" type="checkbox"/> Other					
20. Name of Offense Active Environmental disregarded the township ordinance by soliciting a Residence in the township that is listed on the do not solicit Registry				21. Pa. Code	
22. CRIMES CODE TITLE 18 230 ORDINANCE				23. SECTION 24. SUB SEC. 160-11	
25. FINE 300.00				26. COSTS 51.00	
27. J.C.P.A./J. /O.J.E.A./O.A.G. \$ 40.25				28. TOTAL DUE \$ 391.25	
29. <input type="checkbox"/> Military Service		30. <input type="checkbox"/> Lab Services Requested		31. Code 220	
32. Zone 62		33. Date 7/19/19		34. Time 1439	
35. Day Wed		36. City/Twp./Boro Kennett		37. County CHESTER	
38. County Code 15		39. Location 207 Falcoln Drive, Kennett Square Pa 19347		40. Defendant's Signature - Acknowledges Receipt of Citation X Issued - Mailed	
41. Date 7/24/19		42. <input type="checkbox"/> Issued <input checked="" type="checkbox"/> Filed <input type="checkbox"/> Filed on info. received		43. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to unsworn (affirmation to authorities). I certify this filing complies with the UJS Case Records Public Access Policy. OFFICER'S SIGNATURE C.M. Simmons BADGE NUMBER 27201 ORI NUMBER PA0156500	
44. Station Address 801 BURROWS RUN RD., CHADDS FORD, PA 19317					
45. Offense Code		46. Property Record No.		47. Systems Code	
48. <input type="checkbox"/> Initial Report <input type="checkbox"/> Attention LCE		49. Incident No.			
51. Victim's Name Commonwealth of PA		52. Date of Birth (MM/DD/YY)		53. Sex	
54. Race/Ethnicity		55. Victim's Address (Street-City-State-Zip Code)			
56. Phone Number					
57. Confidential Information Section					
58. Remarks/Subpoena List DISTRICT COURT: (610) 444-6330					
59. R2564421-6					

CERTIFICATION OF DISPOSITION

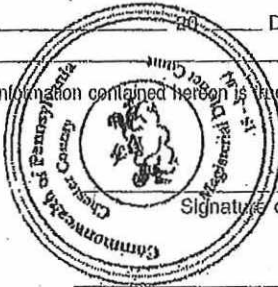
ADJUDICATION (Circle Appropriate Code)

Non-appearance Paid Fine and Costs 1
Found Guilty 2
Found Not Guilty 3
Pled Guilty **4**
Dismissed 5
Accelerated Rehabilitative Disposition (ARD) 6
Prosecution Withdrawn 7

SENTENCE

Fine \$ 300
Costs \$ 51
J.C.P./A.T./J.C./J.E.A./O.A.G. \$ 40.25
Restitution \$ _____
Total \$ 391.25
Date of Adjudication 9/16/2019
Committed to epay
Number of Days _____
\$ _____ Paid in Full
_____ Installment Payments Allowed (Subject to
Modification by the Magisterial District Judge)
\$ _____ Per Installment
_____ Date Final Payment Must be Made

The information contained herein is true and correct and I have affixed the seal of my office.



Ant M. A.
Signature of Magisterial District Judge

15304

Magisterial District Number

(ATTACH HERE)

MAIL IN PLEA

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-15304-NT-0000227-2019 Citation No: R 25644216 Defendant: Aptive Environmental

- 1. I PLEAD NOT GUILTY
- 2. I PLEAD GUILTY

(Signature)

(Signature)

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

MDJS 617

Printed: 08/26/2019 9:53:16AM

1



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 610-344-6170

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000228-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 3

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Albert Michael Iacocca	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	08/02/2019
<u>Arresting Agency:</u>	Kennett Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 2564420-5	<u>Incident No.:</u>	
<u>Disposition:</u>	Guilty Plea	<u>Disposition Date:</u>	09/16/2019
<u>County:</u>	Chester	<u>Township:</u>	Kennett Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	09/17/2019	Completed
	09/16/2019	Case Balance Due
	09/16/2019	Case Disposed/Penalty Imposed
	09/16/2019	Awaiting Sentencing
	09/16/2019	Awaiting Plea
	08/02/2019	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>OTN/LOTN</u>	<u>Docket Number</u>	<u>Was Sworn In?</u>	<u>Has Testified?</u>
Defendant	Aptive Environmental				
Prosecution	Commonwealth of Pennsylvania				
Remitter	Decker, Joshua				
Arresting Officer	Simmons, Elysia M.				

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 160-11	S	Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	07/18/2019	Guilty Plea

DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
Guilty Plea	09/16/2019	Yes
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Soliciting a Residence in the Twp that is Listed on Do Not Solicit Registry	Guilty Plea	

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000228-2019

Non-Traffic Docket



Commonwealth of Pennsylvania

v.

Aptive Environmental

Page 2 of 3

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
09/17/2019	Penalty Satisfied	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/17/2019	Notice of Impending Warrant Cancelled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
	<i>Reason: ePayment</i>		
	<i>Reason Date: Sep 16 2019</i>		
09/17/2019	Notice of Impending Warrant Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Penalty Assessed	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Order - Sentence/Penalty Imposed	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
09/16/2019	Guilty Plea	Magisterial District Judge Albert Michael Iacocca	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Cancelled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/16/2019	Bench Warrant Printed	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
09/10/2019	Bench Warrant Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/28/2019	Certified Summons Accepted	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/26/2019	Certified Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/22/2019	Certified Summons Scheduled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/06/2019	First Class Summons Issued	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
08/02/2019	Non-Traffic Citation Filed	Magisterial District Court 15-3-04	

PAYMENT PLAN SUMMARY

Payment Plan No.	Payment Plan Freq.	Next Due Date	Active	Next Due Amt.	Overdue Amt.
15304-2019-P0000641	Single Payment		No	\$0.00	\$0.00

Responsible Participant

Aptive Environmental

Payment Plan History:	Payment Dt.	Applied Dt.	Transaction Type	Payer	Participant Role	Amount
	09/17/2019	09/17/2019	Payment	Decker, Joshua	Remitter	\$788.10

Magisterial District Judge 15-3-04

DOCKET TRANSCRIPT

Docket Number: MJ-15304-NT-0000228-2019

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 3 of 3

CASE FINANCIAL INFORMATION

Case Balance: \$ 0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$300.00	\$0.00	\$0.00	(\$300.00)	\$0.00
State Court Costs (Act 204 of 1976)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$9.00	\$0.00	\$0.00	(\$9.00)	\$0.00
County Court Cost (Act 204 of 1976)	\$33.00	\$0.00	\$0.00	(\$33.00)	\$0.00
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00

October 04, 2022

Date

Magisterial District Judge Iacocca





COMMONWEALTH OF PENNSYLVANIA CITATION NO.

NON-TRAFFIC CITATION R2564420-5

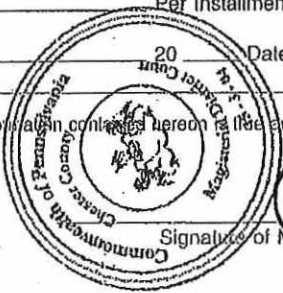
1. Magisterial District Number 15-3-04		2. Docket Number NT-228-19		3. Social Security Number	
4. Address of Magisterial District Office 916 W.CYPRESS ST., KENNETT, SQ, PA 19348				5. Driver's Number	
6. State <input type="checkbox"/> PA					
7. Defendant's Name - First Active Last Environmental					
8. Defendant's Address (Street-City-State-Zip Code) 2650 Eisenhower Avenue, # 4103 Trooper Pa 19408					
9. Race/Ethnicity (W) <input type="checkbox"/> White (A) <input type="checkbox"/> Asian (B) <input type="checkbox"/> Black (H) <input type="checkbox"/> Hispanic (I) <input type="checkbox"/> Native American (U) <input type="checkbox"/> Unknown		10. Sex (M) <input type="checkbox"/> Male (F) <input type="checkbox"/> Female		11. Date of Birth (MM/DD/YY)	
12. Resident Status (R) <input type="checkbox"/> Resident (N) <input checked="" type="checkbox"/> Non-Resident (U) <input type="checkbox"/> Unknown		13. Case Initiated by (O) <input type="checkbox"/> On-View Arrest (C) <input checked="" type="checkbox"/> Citation/Summons			
14. JUVENILE <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Parents Notified <input type="checkbox"/> Yes <input type="checkbox"/> No		16. Parent's Name	
17. Date Initiated					
18. Time					
19. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages <input checked="" type="checkbox"/> Other					
20. Name of Offense Active Environmental disregarded				21. Pa. Code	
22. the township ordinance by obtaining a				23. CRIMES CODE TITLE IS 2713 ORDINANCE	
24. recurrence in the township that is				24. SUB SEC. 160-1	
25. listed on the do not solicit				25. FINE 300.00	
26. registry.				26. COSTS 51.00	
27. J.C.P./A.T.J. /O.J.E.A./O.A.G.				27. TOTAL \$ 40.25	
28. TOTAL \$ 391.25				29. DUE	
31. Date 7/18/19		32. Time 1:37		33. Day THURS	
34. City/Twp./Boro Kennett Township		35. Code 220		36. Zone 62	
37. Location 107 Whitney Drive, Arvondale Pa 19311		38. County CHESTER		39. County Code 15	
40. Defendant's Signature - Acknowledges Receipt of Citation X Issued - Mailed				41. Date 7-24-2019	
42. <input checked="" type="checkbox"/> Filed <input type="checkbox"/> Filed on info. received				43. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to unsworn falsification to authorities. I certify this filing complies with the UJS Case Records Public Access Policy. OFFICER'S SIGNATURE [Signature] BADGE NUMBER 27201 ORI NUMBER PA0156500	
44. Station Address 801 BURROWS RUN RD., CHADDS FORD, PA 19317					
45. Offense Code		46. Property Record No.		47. Systems Code	
48. Incident No.		49. <input type="checkbox"/> Initial Report <input type="checkbox"/> Attention LCE		50. Incident No.	
51. Victim's Name Commonwealth of PA		52. Date of Birth (MM/DD/YY)		53. Sex	
54. Victim's Address (Street-City-State-Zip Code)		55. Phone Number		56. Race/Ethnicity	
57. Confidential Information Section					
58. Remarks/Subpoena List DISTRICT COURT: (610) 444-8330					
59. R2564420-5					

CERTIFICATION OF DISPOSITION

ADJUDICATION	
(Circle Appropriate Code)	
Non-appearance Paid Fine and Costs	1
Found Guilty	2
Found Not Guilty	3
Pled Guilty	4
Dismissed	5
Accelerated Rehabilitative Disposition (ARD)	6
Prosecution Withdrawn	7

SENTENCE	
Fine	\$ 300
Costs	\$ 51
J.C.P./A.T.J./C.J.E.A./O.A.G.	\$ 40.25
Restitution	\$
Total	\$ 391.25
Date of Adjudication	9/16 2019
Committed to	<i>Pay</i>
Number of Days	
\$ _____ Paid in Full	
_____ Installment Payments Allowed (Subject to Modification by the Magisterial District Judge)	
\$ _____ Per Installment	
_____ 20 _____ Date Final Payment Must be Made	

The information contained herein is true and correct and I have affixed the seal of my office.



Paul M. J.

Signature of Magisterial District Judge

15304

Magisterial District Number

...in the issuance of a warrant for your arrest. Your check or money order shall be made, -fr- -sponsored/checked No MDJ-15-3-04.
(DETACH HERE) _____ **MAIL IN PLEA** _____

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No. MJ-15304-NT-0000228-2019 Citation No. R 2564420-5 Defendant Apive Environmental

1. I PLEAD NOT GUILTY _____ (Signature)



(Signature)

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

MDJS 617 _____ 1 _____
Printed: 08/26/2019 9:53:33AM  **FREE INTERPRETER**
www.dacourts.us/language-fights
610-344-6170

Exhibit J

Magisterial District Judge 27-3-01

DOCKET

Docket Number: MJ-27301-NT-0000203-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 1

CASE INFORMATION

Judge Assigned: Phillippe Melograne Issue Date:
OTN: File Date: 05/16/2022
Arresting Agency: Peters Township Police Dept Arrest Date:
Citation No.: R 3105918-4 Incident No.:
Disposition: Disposition Date:
County: Washington Township: Peters Township
Case Status: Inactive

STATUS INFORMATION

Case Status	Status Date	Processing Status
Inactive	05/16/2022	Awaiting Plea

CASE PARTICIPANTS

Participant Type	Participant Name
Defendant	Aptive Environmental
Arresting Officer	Scarpone, David M.

CHARGES

# Charge	Grade	Description	Offense Dt.	Disposition
1 LO § 304 §§ 1	S	Transient Merchant	05/03/2022	

DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
06/13/2022	Certified Summons Accepted	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/09/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/09/2022	Certified Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
05/16/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
05/16/2022	First Class Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
05/16/2022	Non-Traffic Citation Filed	Magisterial District Court 27-3-01	

CASE FINANCIAL INFORMATION

<u>Case Balance:</u> \$27.00	<u>Next Payment Amt:</u>				
<u>Last Payment Amt:</u>	<u>Next Payment Due Date:</u>				
	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Postage - Case	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	\$0.00	\$19.00

Magisterial District Judge 32-1-24

DOCKET

Docket Number: MJ-32124-NT-000042-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Robert M. D'Agostino	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/21/2022
<u>Arresting Agency:</u>	Marple Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3170311-4	<u>Incident No.:</u>	
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Delaware	<u>Township:</u>	Marple Township
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/21/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Sexton, Patrick J.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 200 §§ 2	S	Soliciting without required registration	06/07/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/15/2022	Certified Summons Accepted	Magisterial District Court 32-1-24	Aptive Environmental, Defendant
07/11/2022	Summons Issued	Magisterial District Court 32-1-24	Aptive Environmental, Defendant
07/11/2022	Certified Summons Issued	Magisterial District Court 32-1-24	Aptive Environmental, Defendant
06/21/2022	Summons Issued	Magisterial District Court 32-1-24	Aptive Environmental, Defendant
06/21/2022	First Class Summons Issued	Magisterial District Court 32-1-24	Aptive Environmental, Defendant
06/21/2022	Non-Traffic Citation Filed	Magisterial District Court 32-1-24	

CASE FINANCIAL INFORMATION

Case Balance: \$58.53

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Postage - Case	\$7.03	\$0.00	\$0.00	\$0.00	\$7.03
Constable Education Training Act	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
Server Fee	\$27.50	\$0.00	\$0.00	\$0.00	\$27.50
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	\$0.00	\$19.00

MDJS 1200

Printed: 10/17/2022 9:31 am

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. Docket sheet information should not be used in place of a criminal history background check, which can only be provided by the Pennsylvania State Police. Employers who do not comply with the provisions of the Criminal History Record Information Act (18 Pa.C.S. Section 9101 et seq.) may be subject to civil liability as set forth in 18 Pa.C.S. Section 9183.

Magisterial District Judge 32-1-27

DOCKET

Docket Number: MJ-32127-NT-0000132-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	David H. Lang	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/14/2022
<u>Arresting Agency:</u>	Marple Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3170312-5	<u>Incident No.:</u>	2200197245
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Delaware	<u>Township:</u>	Marple Township
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/14/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Rush, Michael

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 200 §§ 2	S	Soliciting without required registration	06/09/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/07/2022	Certified Summons Accepted	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
07/05/2022	Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
07/05/2022	Certified Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
06/14/2022	Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
06/14/2022	First Class Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
06/14/2022	Non-Traffic Citation Filed	Magisterial District Court 32-1-27	

Magisterial District Judge 32-1-27

DOCKET

Docket Number: MJ-32127-NT-0000132-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

CASE FINANCIAL INFORMATION

Case Balance: \$58.69

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Postage - Case	\$0.58	\$0.00	\$0.00	\$0.00	\$0.58
Postage - Case	\$6.61	\$0.00	\$0.00	\$0.00	\$6.61
Server Fee - Unassigned Server	\$27.50	\$0.00	\$0.00	\$0.00	\$27.50
Constable Education Training Act	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	\$0.00	\$19.00

Magisterial District Judge 27-3-01

DOCKET

Docket Number: MJ-27301-NT-0000264-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	Phillippe Melograne	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/21/2022
<u>Arresting Agency:</u>	Peters Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3105977-0	<u>Incident No.:</u>	2022002510
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Washington	<u>Township:</u>	Peters Township
<u>Case Status:</u>	Closed		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Closed	07/15/2022	Completed
	07/15/2022	Case Balance Due
	06/21/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Merrick, Nicole L.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 304 §§ 1	S	Transient Merchant	06/18/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/15/2022	Disposition Cancelled	Magisterial District Judge David W. Mark	Aptive Environmental, Defendant
07/15/2022	Summons Cancelled	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Certified Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	First Class Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/21/2022	Non-Traffic Citation Filed	Magisterial District Court 27-3-01	

Magisterial District Judge 27-3-01

DOCKET

Docket Number: MJ-27301-NT-0000264-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

CASE FINANCIAL INFORMATION

Case Balance: \$8.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Postage - Case	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00

Magisterial District Judge 27-3-01

DOCKET

Docket Number: MJ-27301-NT-0000265-2022

Non-Traffic Docket



Commonwealth of Pennsylvania

v.

Aptive Environmental

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Phillippe Melograne	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/21/2022
<u>Arresting Agency:</u>	Peters Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3105979-2	<u>Incident No.:</u>	2022002502
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Washington	<u>Township:</u>	Peters Township
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/21/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Merrick, Nicole L.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 304 §§ 1	S	Transient Merchant	06/17/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/21/2022	Certified Summons Accepted	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Certified Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	First Class Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/21/2022	Non-Traffic Citation Filed	Magisterial District Court 27-3-01	

CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	\$19.00	<u>Next Payment Amt:</u>				
<u>Last Payment Amt:</u>		<u>Next Payment Due Date:</u>				
		<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Miscellaneous Issuances		\$19.00	\$0.00	\$0.00	\$0.00	\$19.00

Magisterial District Judge 27-3-01

DOCKET

Docket Number: MJ-27301-NT-0000266-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Phillippe Melograne	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	06/21/2022
<u>Arresting Agency:</u>	Peters Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3105981-4	<u>Incident No.:</u>	2022002516
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Washington	<u>Township:</u>	Peters Township
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	06/21/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Merrick, Nicole L.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 304 §§ 1	S	Transient Merchant	06/18/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/21/2022	Certified Summons Accepted	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
07/15/2022	Certified Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/22/2022	First Class Summons Issued	Magisterial District Court 27-3-01	Aptive Environmental, Defendant
06/21/2022	Non-Traffic Citation Filed	Magisterial District Court 27-3-01	

CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	\$19.00	<u>Next Payment Amt:</u>	
<u>Last Payment Amt:</u>		<u>Next Payment Due Date:</u>	
		<u>Assessment Amt</u>	<u>Adjustment Amt</u>
Miscellaneous Issuances		\$19.00	\$0.00
		<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>
		\$0.00	\$0.00
			<u>Balance</u>
			\$19.00

Magisterial District Judge 32-1-27

DOCKET

Docket Number: MJ-32127-NT-0000142-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 1 of 2

CASE INFORMATION

<u>Judge Assigned:</u>	David H. Lang	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/22/2022
<u>Arresting Agency:</u>	Marple Township Police Dept	<u>Arrest Date:</u>	
<u>Citation No.:</u>	R 3170315-1	<u>Incident No.:</u>	22001103
<u>Disposition:</u>		<u>Disposition Date:</u>	
<u>County:</u>	Delaware	<u>Township:</u>	Marple Township
<u>Case Status:</u>	Inactive		

STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	07/22/2022	Awaiting Plea

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Defendant	Aptive Environmental
Arresting Officer	Engelman, Kyle P.

CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § 200 §§ 2	S	Soliciting without required registration	07/16/2022	

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
08/12/2022	Certified Summons Accepted	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
08/09/2022	Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
08/09/2022	Certified Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
07/22/2022	Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
07/22/2022	First Class Summons Issued	Magisterial District Court 32-1-27	Aptive Environmental, Defendant
07/22/2022	Non-Traffic Citation Filed	Magisterial District Court 32-1-27	

Magisterial District Judge 32-1-27

DOCKET

Docket Number: MJ-32127-NT-0000142-2022

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

CASE FINANCIAL INFORMATION

Case Balance: \$59.13

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Postage - Case	\$0.60	\$0.00	\$0.00	\$0.00	\$0.60
Postage - Case	\$7.03	\$0.00	\$0.00	\$0.00	\$7.03
Server Fee - Unassigned Server	\$27.50	\$0.00	\$0.00	\$0.00	\$27.50
Constable Education Training Act	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	\$0.00	\$19.00

Exhibit K

8015622847
 customersupport@goaptive.com
 Lic. #BU12946

Service Agreement

07 / 11 / 2022

INITIAL TREATMENT DATE

This Service Agreement ("Agreement") is made and entered into this 09 day of Jul, 2022, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME _____
 STREET ADDRESS _____
 CITY, STATE, ZIP CODE _____
 PRIMARY PHONE NUMBER _____ ADDITIONAL PHONE NUMBER _____
 EMAIL ADDRESS (REQUIRED) _____

BILLING INFORMATION

BILLING NAME (if different) _____
 STREET ADDRESS OR P.O. BOX _____
 CITY, STATE, ZIP CODE _____
 PAYMENT METHOD - LAST 4 DIGITS _____

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. **INITIAL TERM AND CANCELLATION.** THE INITIAL TERM OF THIS AGREEMENT IS eighteen (18) MONTHS. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL HB

18.1 IF YOU RECEIVED A DISCOUNT FROM STANDARD INITIAL TREATMENT FEE OF \$399.00, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APITIVE THE LESSER OF (A) \$199.00, or (B) THE AMOUNT OF THE DISCOUNT YOU WERE GIVEN. INITIAL _____

18.2 ^{DS} THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 60 DAYS AFTER THE INITIAL TREATMENT. INITIAL HB

18.3 ^{DS} AFTER THE FIRST STANDARD TREATMENT, EACH STANDARD TREATMENT WILL BE PERFORMED EVERY 30 ^{AF} TO 100 DAYS, ACCORDING TO THE SERVICE PLAN YOU SELECTED BELOW. INITIAL _____

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Tick, Millipedes, Pill Bugs, Silverfish Spiders, Rodents (Indoor), and/or Wasps.

<input type="checkbox"/> aptive pro Every 60-100 days	Pantry Pests Rodents (Outdoor) Scorpions Slug, Snails and Aphids	INITIAL TREATMENT (DUE TODAY)	STANDARD TREATMENT
<input checked="" type="checkbox"/> aptive pro+ May-Oct: Every 30-60 days Nov-April: Every 60-100 days	<input type="checkbox"/> German Cockroaches	Initial Treatment Discount -\$300.00	Specialty Pests \$ 0.00
		Specialty Pests \$ 0.00	German Cockroaches \$ 0.00
		German Cockroaches \$ 0.00	Sub Total \$ 139.00
		Additional Services \$ 0.00	Tax \$ 8.34
		Sub Total \$ 99.00	
		Tax \$ 5.94	Per Standard Treatment Total \$ 147.34
		Nothing But Nets Donation \$ 0.00	or
		Initial Total \$ 104.94	Monthly Payment \$ _____

Aptive does not treat for mosquitoes, bees, wildlife, termites, or any wood destroying insects.

Except for Specialty Pest treatments that require treatment of the interior of the home, Aptive will only treat the interior of the home, if requested, for specific pest infestations at the time of the Initial Treatment. (See § 9 below for details). Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. (See § 8 below for details.)

3. **PAYMENT TERMS; FEE INCREASE.** The fee for each Treatment is due at the time each Treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. (See § 6 below for details.)

3.1 **EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION.** You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or monthly payments as set forth above, plus any applicable taxes, and including any past due amounts, any amounts that may accumulate in arrears according to this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel this authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. (See § 7 below for details.)

4. **COPY OF AGREEMENT; NOTICES OF CANCELLATION.** You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the email address that you provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 AND ARE PART OF THIS AGREEMENT. WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me. INITIAL HB

NAME _____	DATE 7/9/2022	Nathan Kay	LICENSE# (IF REQUIRED)
SIGNA _____	DATE 7/9/2022	/s/ Nathan Kay	7/9/2022
	DATE	REPRESENTATIVE'S SIGNATURE	DATE

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN FIFTEEN (15) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee of \$5 shall apply to each paper invoice so rendered.

8. RESERVICES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes, bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for exterior treatment only, unless specialty pests are included in the Standard Treatment. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasps nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY AT LAW OR IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and conditions of this Agreement, and shall apply

the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; TELEPHONE CALLS RECORDING; PRIVACY POLICY. You request that Aptive sends you notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that you provided to Aptive, to (i) provide you with any required notices regarding pesticides applied to your property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with you regarding your account (including, without limitation, to collect outstanding or past due amounts that you owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You agree that Aptive and others acting on our behalf may monitor and or record telephone calls between you and us regarding this Agreement. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goaprive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

07 / 09 / 2022

DATE

07 / 09 / 2022

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07 / 13 / 2022

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

07 / 09 / 2022

DATE

07 / 09 / 2022

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07 / 13 / 2022

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE



Notice of cancellation

4 messages

[REDACTED]
To: noc@goaptive.com

Sun, Jul 10, 2022 at 5:29 PM

Aptive Environmental <support@goaptive.zendesk.com>
Reply-to: Aptive Environmental <support+id265341@goaptive.zendesk.com>

Mon, Jul 18, 2022 at 11:11 AM

Your request (265341) has been updated. To add additional comments, reply to this email.

Viviana Padilla Haro (Aptive Environmental)

Jul 18, 2022, 09:11 MDT

Greetings [REDACTED],

Vivian here! Thank you for contacting Aptive, I am happy to help! I apologize for the delayed response; we are experiencing a high volume of email correspondence, due to the busy season, which has unfortunately reduced our response time. Thank you for being patient with us while we catch up. Unfortunately, we are unable to proceed with the request, your account remains active. Please send us the cancellation request from the account holder with the email we have on file to further assist!

If you have any questions or concerns, feel free to give our office a call at (801) 562-2847 or simply reply to this email. We appreciate you for being a part of Aptive! I hope that you have a wonderful rest of your day and take care.

Sincerely,

Vivian P.

Customer Loyalty Specialist

Aptive Environmental, LLC

To View Aptive Licensing Information Click [HERE](#)

[REDACTED]
Jul 10, 2022, 15:30 MDT

[No content]

Attachment(s)

[Contract.pdf](#)

This email is a service from Aptive Environmental.

Mon, Jul 18, 2022 at 3:17 PM

To: Aptive Environmental <support+id265341@goaptive.zendesk.com>

No, I will not. You have the cancellation document with a signature. That sufficient.

I will be reporting Aptive to the Pennsylvania State Attorney General and my township for your "business" tactics. This is ridiculous.

[Quoted text hidden]

Mon, Jul 18, 2022 at 3:31 PM

Aptive Environmental <support@goaptive.zendesk.com>

Reply-to: Aptive Environmental <support+id265341@goaptive.zendesk.com>

To: [REDACTED]

Your request (265341) has been updated. To add additional comments, reply to this email.

Asia Foster (Aptive Environmental)

Jul 18, 2022, 13:31 MDT

Hi [REDACTED]

I'm sorry you've had issues with our services. I want to make sure you're taken care of properly, so I have sent your information to a manager for further assistance and review. They will be reaching out to you soon.

To add additional comments, please reply to this email.

Sincerely,

Asia

To View Aptive Licensing Information Click [HERE](#)

Jul 18, 2022, 13:17 MDT

No, I will not. You have the cancellation document with a signature. That sufficient.

I will be reporting Aptive to the Pennsylvania State Attorney General and my township for your "business" tactics. This is ridiculous.

Viviana Padilla Haro (Aptive Environmental)

Jul 18, 2022, 09:11 MDT

Greetings [REDACTED]

Vivian here! Thank you for contacting Aptive; I am happy to help! I apologize for the delayed response; we are experiencing a high volume of email correspondence, due to the busy season, which has unfortunately reduced our response time. Thank you for being patient with us while we catch up. Unfortunately, we are unable to proceed with the request, your account remains active. Please send us the cancellation request from the account holder with the email we have on file to further assist!

If you have any questions or concerns, feel free to give our office a call at (801) 562-2847 or simply reply to this email. We appreciate you for being a part of Aptive! I hope that you have a wonderful rest of your day and take care.

Sincerely,

Vivian P.

Customer Loyalty Specialist

Aptive Environmental, LLC

To View Aptive Licensing Information Click [HERE](#)

[REDACTED]
Jul 10, 2022, 15:30 MDT

[No content]

Attachment(s)

[Contract.pdf](#)

[Quoted text hidden]

Exhibit L

Cancel Contract

From:

[REDACTED]

To: noc@goaptive.com

Date: Thursday, May 12, 2022, 03:28 PM EDT

Good Afternoon,

Please see the contract attached below, we would like to cancel the service.

Thank you,

[REDACTED]



Contract.pdf
371.6kB



Legal Department
legal@goaptive.com

5132 N 300 W
Suite 150
Provo, Utah 84604
O: (801) 852-8644
F: (801) 341-0204

June 24, 2022

Via electronic mail:
falman@attorneygeneral.gov

Frances Alman
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION
1600 Arch Street, Suite 300
Philadelphia, PA 19103

RE: [REDACTED]
BCP-22-05-016087

Dear Ms. Alman:

I'm in receipt of your letter of June 22, 2022 regarding [REDACTED]'s complaint against Aptive Environmental, LLC. ("Aptive"). I appreciate the opportunity to respond.

[REDACTED] alleges in her complaint that the Service Agreement she entered into with Aptive could be cancelled without penalty within three business days and that she requested cancellation via email on the third day. She further alleges that Aptive did not cancel her account as requested but instead Aptive provided an unauthorized service in June 2022 and charged an additional \$210.94. She requests cancellation of the Service Agreement and a refund of all money paid.

Aptive regrets that this was [REDACTED]'s experience as this is not representative of the service that Aptive provides to its thousands of customers across the country. Aptive's records confirm [REDACTED]'s statement that she emailed a cancellation notice to Aptive within three business days of entering into the Service Agreement. As such, her account should have been closed and any balance paid on her account should have been returned to her. I apologize for the delay. There was some internal confusion as to when [REDACTED]'s email was sent to Aptive. This letter shall confirm [REDACTED]'s Service Agreement is cancelled, no additional services will be provided by Aptive, and all monies paid to date have been refunded in full. She has no further obligation to Aptive.

Should you have any additional questions or concerns, please do not hesitate to contact me via email at angela.woodard@goaptive.com.

Sincerely,

Angela Woodard

Angela Woodard
Legal Assistant

Exhibit M

aptive

Service Agreement

8 N Main St, Dover, PA 17315

801-562-2847

www.goaptive.com

customersupport@goaptive.com
Lic. # BU12948

PAYMENT - LAST 4 DIGITS: [REDACTED] 1ST TREATMENT DATE: 2021-06-28 EST. TIME WINDOW: 01:00PM - 05:00PM

This Service Agreement ("Agreement") is made and entered into this 28 day of Jun, 2021, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME: [REDACTED]
STREET ADDRESS: [REDACTED]
CITY, STATE, ZIP CODE: [REDACTED]
PRIMARY PHONE: [REDACTED] ADDITIONAL PHONE: [REDACTED]

BILLING INFORMATION

BILLING NAME (IF DIFFERENT): [REDACTED]
STREET ADDRESS OR P.O. BOX: [REDACTED]
CITY, STATE, ZIP CODE: [REDACTED]
EMAIL ADDRESS (REQUIRED): [REDACTED]

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. **INITIAL TERM AND CANCELLATION.** THE INITIAL TERM OF THIS AGREEMENT IS twelve (12) MONTHS, OR THE COMPLETION OF AN INITIAL TREATMENT AND four (4) STANDARD TREATMENTS, WHICHEVER IS LATER. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL CA

1.1 IF YOU RECEIVED A DISCOUNT FROM THE \$399.00 STANDARD INITIAL TREATMENT PRICE, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APTIVE THE LESSER OF (A) \$199.00, OR (B) THE DIFFERENCE BETWEEN THE STANDARD INITIAL TREATMENT PRICE AND THE DISCOUNT YOU WERE GIVEN. INITIAL CA

1.2 THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 40 DAYS AFTER THE INITIAL TREATMENT TO BREAK THE PEST CYCLE. INITIAL CA

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Millipedes, Pill Bugs, Scorpions, Silverfish, Spiders, Rodents (Indoor), and/or Wasps.

aptive pro
Four (4) Standard Treatments

aptive pro+
Six (6) Standard Treatments

aptive premium
Six (6) Standard and Specialty Pest Treatments

Specialty Pests

- Flea & Tick
- German Cockroaches
- Rodents (Outdoor)

Specialty Pests

- Flea & Tick
- German Cockroaches
- Mosquitoes
- Rodents (Outdoor)

TREATMENTS SCHEDULE (APPROXIMATE)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
					149	149			149		
149			149								

INITIAL TREATMENT (DUE TODAY)

Initial Treatment	\$399.00
Initial Treatment Discount	-\$250.00
Additional Services	\$0.00
Initial Specialty Pests	\$0.00
Sub Total	\$149.00
Tax	\$8.94
Nothing But Nets Donation	\$0.00
Initial Total	\$157.94

STANDARD TREATMENT

Standard Treatment (4)	\$139.00
Specialty Pests	\$10.00
Sub Total	\$149.00
Tax	\$8.94
Per Standard Treatment	
Total	\$157.94
OR	
Monthly Payment	\$

Aptive does not treat for termites or any wood destroying insects.

If requested, Aptive will treat the interior of the home for specific pest infestations at the time of the Initial Treatment. Aptive will treat the exterior of the home for all future treatments. Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. See § 8 below for details. The Initial Treatment has a Standard Initial Treatment Fee of \$399.00.

3. **PAYMENT TERMS; FEE INCREASE.** The fee for the Initial Treatment is due at the time of the Initial Treatment. The fee for each Standard Treatment is due within thirty (30) days after the treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. See § 6 below for details.

3.1 **EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION.** You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or Monthly Payments as set forth above, plus any applicable taxes, and including any past due amounts, amounts that may accumulate in arrears according to the terms of this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel your authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. See § 7 below for details.

4. **COPY OF AGREEMENT; NOTICES OF CANCELLATION.** You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the above email address that you have provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 OF THIS AGREEMENT AND ARE PART OF THIS AGREEMENT, WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me [REDACTED] (Initials)

NAME OF CUSTOMER	06 / 28 / 2021	Brendan Cunningham	LICENSE # (IF REQUIRED)
[REDACTED]	DATE	REPRESENTATIVE'S NAME (PLEASE PRINT)	
SIGNATURE OF CUSTOMER	06 / 28 / 2021	/s/ Brendan Cunningham	06 / 28 / 2021
[REDACTED]	DATE	REPRESENTATIVE'S SIGNATURE	DATE

GEN-031821

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN THIRTY (30) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including, but not limited to, any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation of or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee shall apply to each paper invoice so rendered.

8. RESERVES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. If you have selected mosquito treatment from us, we will treat for mosquitoes by spraying for mosquitoes according to the schedule you have requested. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes (unless you have selected mosquito treatments), bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for **exterior treatment only**. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasp nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST LISTED ON THIS AGREEMENT, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and

conditions of this Agreement, and shall apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; PRIVACY POLICY. I request that Aptive send me notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that I provided to Aptive, to (i) provide me with any required notices regarding pesticides applied to my property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with me regarding my account (including, without limitation, to collect outstanding or past due amounts that I owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goactive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

DATE

06-28-2021
DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07-01-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

DATE

06-28-2021
DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 07-01-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE



Legal Department
legal@goaptive.com

5132 N 300 W
Suite 150
Provo, Utah 84604
O: (801) 852-8644
F: (801) 341-0204

December 23, 2021

Via electronic mail:
sandrejak@attorneygeneral.gov

Sabrina Joyce Andrejak
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120

RE: *Emily Ingram*
BCP-21-05-026550

Dear Ms. Andrejak:

I'm in receipt of your letter of December 6, 2021, regarding a request for response to a complaint filed against Aptive Environmental, LLC. ("Aptive") by customer Emily Ingram. I appreciate the opportunity to respond.

Ms. Ingram alleges in her complaint that the last treatment she received was "a very minimal amount – just a few sprays here and there" and not sufficient to treat her 3000sq. Additionally, she states that during another treatment the employee did not treat the back of her home. Ms. Ingram is requesting the cancellation of her Service Agreement as well as the refund of all treatments.

We regret that this has been Ms. Ingram's experience with Aptive. Unfortunately, this is the first time that our Customer Service team hears that Ms. Ingram has not been satisfied with the quality of the treatments, despite having other conversations with Ms. Ingram over the phone. Contrary to Ms. Ingram's impressions, our records show that Aptive has completed 3 through services, and 2 reservices at no additional cost. Rather than cancelling the Service Agreement and refunding the payments for the 3 treatments for which Ms. Ingram has paid, Aptive is willing to provide an additional Treatment with Ms. Ingram present at her home at no additional cost. This is of particular importance to Aptive, especially if Ms. Ingram is experiencing problems with pests not properly treated, although this doesn't appear to be the case here. Under the Service Agreement, however, a mere unsubstantiated concern regarding the quality of the treatment does not warrant cancellation of the Service Agreement.

Ms. Ingram is more than welcome to contact me directly via email at viviana.harrington@goaptive.com with her availability for a follow-up treatment at no additional cost. Should you have any additional questions or concerns, please do not hesitate to contact me at the same email address.

Very truly yours,

A handwritten signature in black ink, appearing to read "Viviana Harrington", written over a printed name.

Viviana Harrington
VP, Corporate and Compliance Counsel

Exhibit N



Service Agreement

8 N Main St, Dover, PA 17315

801-562-2847

www.goaptive.com

customersupport@goaptive.com
Lic. #BU12946

PAYMENT - LAST 4 DIGITS	1ST TREATMENT DATE	EST. TIME WINDOW
[REDACTED]	2021-06-09	05:00PM - 07:01PM

This Service Agreement ("Agreement") is made and entered into this 09 day of Jun, 2021, by and between Aptive Environmental, LLC ("Aptive," "we," "us," or "our") and

CUSTOMER INFORMATION

CUSTOMER NAME _____
 STREET ADDRESS _____
 CITY, STATE, ZIP CODE _____
 PRIMARY PHONE _____ ADDITIONAL PHONE _____

BILLING INFORMATION

BILLING NAME (IF DIFFERENT) _____
 STREET ADDRESS OR P.O. BOX _____
 CITY, STATE, ZIP CODE _____
 EMAIL ADDRESS (REQUIRED) _____

We will provide the pest control treatments and services ("Treatments") described herein according to the schedule set forth in this Agreement.

1. INITIAL TERM AND CANCELLATION. THE INITIAL TERM OF THIS AGREEMENT IS twelve (12) MONTHS, OR THE COMPLETION OF AN INITIAL TREATMENT AND four (4) STANDARD TREATMENTS, WHICHEVER IS LATER. THE INITIAL TERM STARTS ON THE DAY THIS AGREEMENT IS SIGNED. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE. INITIAL CH

1.1 IF YOU RECEIVED A DISCOUNT FROM THE \$399.00 STANDARD INITIAL TREATMENT PRICE, THEN IF YOU CANCEL THIS AGREEMENT AFTER THE EXPIRATION OF YOUR RIGHT OF RESCISSION, BUT BEFORE THE END OF THE INITIAL TERM, YOU AGREE TO PAY APTIVE THE LESSER OF (A) \$199.00, OR (B) THE DIFFERENCE BETWEEN THE STANDARD INITIAL TREATMENT PRICE AND THE DISCOUNT YOU WERE GIVEN. INITIAL CH

1.2 THE FIRST STANDARD TREATMENT WILL BE PERFORMED WITHIN 20 TO 40 DAYS AFTER THE INITIAL TREATMENT TO BREAK THE PEST CYCLE. INITIAL CH

2. TREATMENTS AND PRICE

Standard Treatment: Ants, Centipedes, Cockroaches (American, Brown Banded, Oriental and/or Smokey Brown only), Crickets, Earwigs, Fleas, Millipedes, Pill Bugs, Scorpions, Silverfish, Spiders, Rodents (Indoor), and/or Wasps.

aptive pro
Four (4) Standard Treatments

- Specialty Pests**
- Flea & Tick
 - German Cockroaches
 - Rodents (Outdoor)

aptive pro+
Six (6) Standard Treatments

- Specialty Pests**
- Flea & Tick
 - German Cockroaches
 - Mosquitoes
 - Rodents (Outdoor)

aptive premium
Six (6) Standard and Specialty Pest Treatments

TREATMENT SCHEDULE (APPROXIMATE)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
					50	109			109		
109			109								

INITIAL TREATMENT (DUE TODAY)

Initial Treatment	\$399.00
Initial Treatment Discount	-\$399.00
Additional Services	\$0.00
Initial Specialty Pests	\$0.00
Sub Total	\$50.00
Tax	\$3.00
Nothing But Nets Donation	\$0.00
Initial Total	\$53.00

STANDARD TREATMENT

Standard Treatment (4)	\$109.00
Specialty Pests	\$0.00
Sub Total	\$109.00
Tax	\$6.54
Per Standard Treatment	
Total	\$115.54
OR	
Monthly Payment	\$

Aptive does not treat for termites or any wood destroying insects.

If requested, Aptive will treat the interior of the home for specific pest infestations at the time of the Initial Treatment. Aptive will treat the exterior of the home for all future treatments. Continued pest activity following scheduled treatments may occur, and additional re-treatments may be necessary. If you would like inside or additional outside treatments, Aptive will return between scheduled treatments at no additional charge. See § 8 below for details. The Initial Treatment has a Standard Initial Treatment Fee of \$399.00.

3. PAYMENT TERMS; FEE INCREASE. The fee for the Initial Treatment is due at the time of the Initial Treatment. The fee for each Standard Treatment is due within thirty (30) days after the treatment is performed. If you have selected Aptive's Monthly Payment option, your first Monthly Payment will be due on the first day of the month after the Initial Treatment in the amount set forth above, and then on the first day of each month until the total of all Standard Treatments have been paid in full. There is no financing charge or cost of credit (0% APR) associated with this Agreement. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE FUTURE SERVICES, TERMINATE THIS AGREEMENT, AND RECOVER ALL DAMAGES. You agree that, after the Initial Term, Aptive may, after sending you written notice and your right to cancel, increase the Standard Treatment fee. See § 6 below for details.

3.1 EASYPAY; ELECTRONIC PAYMENT AUTHORIZATION. You authorize Aptive or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit or debit card account identified above ("Electronic Payment") in the amount of the services fees or Monthly Payments as set forth above, plus any applicable taxes, and including any past due amounts, amounts that may accumulate in arrears according to the terms of this Agreement, or increased fees. Electronic payments will occur on or about the treatment date. You may cancel your authorization by calling (844) 573-7111, or writing to 5132 North 300 West, Suite 150, Provo, UT 84604 and/or customersupport@goaptive.com. See § 7 below for details.

4. COPY OF AGREEMENT; NOTICES OF CANCELLATION. You have requested that Aptive send you a copy of this Agreement and two (2) copies of the Notice of Cancellation to the above email address that you have provided. **ADDITIONAL TERMS OF THIS AGREEMENT ARE CONTAINED ON PAGE 2 OF THIS AGREEMENT AND ARE PART OF THIS AGREEMENT, WHICH INCLUDE AN AGREEMENT TO ARBITRATE ANY DISPUTES. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK. READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE YOU SIGN.**

5. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form provided with this Agreement for an explanation of this right.

My right to cancel has been orally explained to me CH (Initials)

NAME OF CUSTOMER _____ DATE 06 / 09 / 2021
 SIGNATURE OF CUSTOMER _____ DATE 06 / 09 / 2021

Jacob Nachinson
 REPRESENTATIVE'S NAME (PLEASE PRINT) _____ LICENSE # (IF REQUIRED) _____
 JS/ Jacob Nachinson
 REPRESENTATIVE'S SIGNATURE _____ DATE 06 / 09 / 2021
 GEN-031821

6. LATE FEES; INCREASE FEE. WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY LAW. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH (24% PER YEAR) WILL BE CHARGED ON AMOUNTS THAT ARE MORE THAN THIRTY (30) DAYS PAST DUE AND A SERVICE FEE OF \$25.00 ON ALL RETURNED CHECKS. NO TREATMENTS WILL BE RENDERED ON ACCOUNTS MORE THAN THIRTY (30) DAYS PAST DUE. ACCOUNTS THAT ARE NINETY (90) DAYS OR MORE PAST DUE ARE SUBJECT TO CANCELLATION. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENT AUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the failed Electronic Payment. Please include your name, address, phone number, and Aptive account number in any written correspondence. Your cancellation will become effective within three (3) business days after receipt by Aptive and, if you want to cancel before an Electronic Payment, you must notify Aptive at least three (3) business days before the Electronic Payment date. Aptive reserves the right to terminate this authorization for any reason with written notice to you. Any charges assessed by a financial institution due to insufficient funds or incorrect payment, or any Electronic Fund Transfer fees charged by your financial institution, are your responsibility. You agree to immediately notify Aptive, using a contact method above, of changes to your payment information. Your liability for unauthorized Electronic Payments is largely determined by how quickly you report them; therefore, you also agree to immediately notify your financial institution and Aptive, using a contact method above, if you suspect an unauthorized Electronic Payment. To the fullest extent permitted by applicable law, you release Aptive and its assignee(s) from any and all liability as a result of any incorrect or unauthorized charges/debits, including, but not limited to, any consequential damages. You agree to indemnify, defend, and hold harmless Aptive and its assignee(s), and their officers, directors, employees, agents, successors, and assigns, from and against all claims as a result of your violation or failure to comply with this authorization. If you elect to receive a paper invoice (rather than making an Electronic Payment) or if we do not receive your Electronic Payment for any reason, we will send you a paper invoice, and you agree that an additional processing fee shall apply to each paper invoice so rendered.

8. RESERVES. Pest problems between regularly scheduled treatments may occur. If, between regular treatments, you have a problem with pests being treated under this Agreement, Aptive will return to treat the problem area again at no additional cost. Some pests may require several treatments to gain control. Aptive cannot guarantee against re-infestation of pests or the complete elimination of any pests. The results of our services are relative to and dependent upon your cooperation as to house-keeping, sanitation, maintenance, removal of standing water, and accessibility of areas to be treated. You agree to cooperate with Aptive as necessary to facilitate treatment and control. If you have selected mosquito treatment from us, we will treat for mosquitoes by spraying for mosquitoes according to the schedule you have requested. Aptive does not remove standing water from your property. Our treatments do not include control or prevention of termites, nor any other wood-destroying organism, mosquitoes (unless you have selected mosquito treatments), bees, wildlife, or other pests not specifically identified in this Agreement. Virtually all pesticides have some odor that may be present for a short time after application. If you or any member of your household is sensitive to odors or chemicals, you should consult a physician prior to any treatment.

9. ACCESSIBILITY. The Standard Treatment charge is for **exterior treatment only**. Interior treatments are available upon request. You agree to ensure that pets are secured, and that gates are unlocked for service, and expressly authorize us to access your property to perform the treatments under this Agreement. If the premises are not accessible for treatment on the day of the service, Aptive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aptive return to service untreated areas at no additional charge before your next Standard Treatment, but Aptive is under no obligation to do so.

10. WASP TREATMENT. Wasp treatment is for visible exterior nests only (up to 25 feet above ground). Wasp treatment does not include wasps nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonies.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, APTIVE DISCLAIMS ANY LIABILITY FOR INDIRECT, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES. YOU EXPRESSLY WAIVE AND RELEASE APTIVE FROM ANY LIABILITY FOR ANY CLAIM REGARDLESS OF LEGAL THEORY ON WHICH THE CLAIM IS BASED, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING STINGS, BITES, ALLERGIES, OR ILLNESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICKS, FLEAS, WASPS, BEES, OR ANY PEST LISTED ON THIS AGREEMENT, OR FROM ANY TREATMENT PERFORMED ON YOUR PROPERTY. YOU FURTHER WAIVE ANY CLAIM FOR DAMAGE OR INJURY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, UNLESS MADE IN WRITING WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM AROSE. YOU AGREE THAT IN NO EVENT WILL APTIVE BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE OF PROPERTY, WHERE PERMITTED BY LAW, APTIVE DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANT THAT PESTS WILL NOT RETURN SUBSEQUENT TO ANY TREATMENT.

12. ARBITRATION. READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IF THERE IS A DISPUTE. Unless you reject this arbitration provision in the manner specified below, any controversy, dispute or claim between you and the Aptive arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between you and Aptive resulting from any of the foregoing, including tort, contract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, regardless of whether the controversy or claim arose before or after the execution, transfer or acceptance of this Agreement, shall be settled by binding arbitration. However, disputes regarding the scope and enforceability of this arbitration provision shall be determined by a court, not an arbitrator. Also, individual small claims court actions are not subject to this arbitration provision as long as they remain in that court.

Unless the parties agree otherwise, the arbitration shall be administered and conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, if applicable, otherwise under its commercial arbitration rules. These rules are found at www.adr.org. If the AAA cannot serve and you and Aptive cannot agree on a substitute, a court with jurisdiction will select the arbitrator. The arbitrator shall follow the applicable substantive law, including the terms and

conditions of this Agreement, and shall apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitration administrator's rules or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND APTIVE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"), NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR APTIVE INDIVIDUALLY.

The AAA charges fees to administer an arbitration proceeding and the arbitrator also charges fees. These arbitration costs will be paid by you and Aptive in accordance with the applicable AAA rules. We will always pay any fees or expenses that we are required to pay by law or the arbitration administrator's rules or that we are required to pay for this arbitration provision to be enforced. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"). Judgment may be entered on the award in any court having jurisdiction thereof. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. Before having recourse to arbitration, you and Aptive agree to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Aptive agreeing to pay the costs of the mediation.

For purposes of this arbitration provision, the terms "we," "us," "our" and "Aptive" collectively mean Aptive Environmental, LLC, and its affiliates, officers, directors, employees, agents, successors and assigns, and any third party providing any product or service related to this Agreement that you bring a claim against at the same time you bring a claim against Aptive.

This arbitration provision shall survive the termination of this Agreement and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this arbitration provision shall govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, except that: (A) if the class action waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTIVE ENVIRONMENTAL, LLC, ATTN: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER AND STATE THAT YOU REJECT THE ARBITRATION PROVISION. IF YOU REJECT THIS ARBITRATION PROVISION, THAT WILL NOT AFFECT ANY OTHER PROVISION OF THE AGREEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; PRIVACY POLICY. I request that Aptive send me notifications via email, text message, and/or phone call using the cell phone number, land line number, and/or emails that I provided to Aptive, to (i) provide me with any required notices regarding pesticides applied to my property, (ii) schedule and/or confirm service times and dates, and/or (iii) to communicate with me regarding my account (including, without limitation, to collect outstanding or past due amounts that I owe to Aptive). You consent and agree to Aptive (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, and (ii) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the products and services we provide under this Agreement, and new offerings of products or services we may make available in the future. You have read, understand, and agree with the terms of Aptive's Privacy Policy as set forth on Aptive's website www.goactive.com, which Policy may be changed from time to time.

14. ENTIRE AGREEMENT. The entire and only agreement between you and Aptive is contained in this Agreement and replaces any other oral or written understanding or agreements. This Agreement may only be changed by mutual written agreement between you and Aptive. If a court or tribunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION

DATE

06-09-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 06-12-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

NOTICE OF CANCELLATION

DATE

06-09-2021

DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 06-12-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

Subject:

FW: 20210612 Cancellation of Aptive Services.pdf

From: [REDACTED]

Sent: Monday, June 14, 2021 4:02 PM

To: 'Aptive Customer Support' <customerSupport@goaptive.com>

Subject: RE: 20210612 Cancellation of Aptive Services.pdf

1. Which office am I supposed to call?
2. Why do you need me to call?
3. Don't you have an 800 number to call?

Sincerely,

[REDACTED]

From: Aptive Customer Support <customerSupport@goaptive.com>

Sent: Monday, June 14, 2021 10:10 AM

To: [REDACTED]

Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi [REDACTED] Thank you for contacting Aptive. Felicia here. Thank you so much for reaching out. We are so sad to see you go! I have begun the cancellation process for your account. To finish this process, please give our office a call between 7AM and 6PM MST. If there's anything else we can help you with, please give our office a call at 801-562-2847 or send an email to customersupport@goaptive.com! Thank you and have a great day! Thank you for being an Aptive customer!
Sincerely, Felicia

Please acknowledge receipt.

Sincerely,

[REDACTED]

From: [REDACTED]

Sent: Saturday, June 12, 2021 2:35 PM

To: 'noc@goaptive.com' <noc@goaptive.com>

Subject: 20210612 Cancellation of Aptive Services.pdf

Importance: High

Good afternoon,

I am cancelling the Aptive services per the first attachment.

Specifically, I am cancelling my service, because I was disappointed that

1. I asked 3 times for information on the product being used. I still haven't received it. See the attached e-mails.
2. I am not satisfied that both my neighbor and I are *not* being charged for having the same area treated.
3. It was obvious that the information gathered by the sales person was neither adequately captured nor relayed to the technician.

I request that you immediately remove the autopay setting on my account, delete my payment information, and send me a notice of account cancellation. If these things do not immediately occur, I will report Aptive to the BBB and my local police department as well as to the Pennsylvania Office of the Attorney General.

Sincerely,

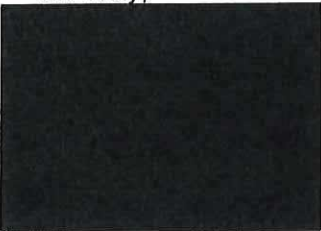


Exhibit O

[REDACTED]

From: [REDACTED]
Sent: Thursday, June 17, 2021 10:15 AM
To: 'Aptive Customer Support'
Subject: RE: 20210612 Cancellation of Aptive Services.pdf

Importance: High

This e-mail said that I could call or e-mail to cancel the services. It does not provide a specific number for cancellation. Please cancel my services.

From: Aptive Customer Support <customerSupport@goaptive.com>
Sent: Monday, June 14, 2021 10:10 AM
To: [REDACTED]
Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi [REDACTED] Thank you for contacting Aptive. Felicia here. Thank you so much for reaching out. We are so sad to see you go! I have begun the cancellation process for your account. To finish this process, please give our office a call between 7AM and 6PM MST. If there's anything else we can help you with, please give our office a call at 801-562-2847 or send an email to customersupport@goaptive.com! Thank you and have a great day! Thank you for being an Aptive customer!
Sincerely, Felicia

Sincerely,

[REDACTED]

From: Aptive Customer Support <customerSupport@goaptive.com>
Sent: Tuesday, June 15, 2021 2:30 PM
To: [REDACTED]
Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi [REDACTED] it cant take up to 24 hours to receive emails since we get such a large amount in the summer. We ask that you call for privacy reasons. When we asked you to call in to cancel in the above emails, we gave you the number to call. Thanks and have a great day.

----- Forwarded message -----

From: [REDACTED] >
Date: Fri, Aug 27, 2021 at 6:19 PM
Subject: Re: Aptive Environmental: Billing Update
To: Aptive Customer Support <customersupport@goaptive.com>
Cc: <tgreene@attorneygeneral.gov>

We do not have your service, we will report you to the AGs office once again. Do NOT charge the credit card, you need to be sued and you need to stop doing business in PA.

On Fri, Aug 27, 2021 at 3:30 PM Customer Support <customersupport@goaptive.com> wrote:



Dear Valued Customer,

Due to a system issue with our third-party payment processor, payment for the treatment that was performed on your property on May 20, 2021, was not processed or invoiced.

We have corrected the system issue. Accordingly, within 10 days of this communication, we will process your payment of \$104.94 for the treatment performed on May 20, 2021, through the payment method we have on file for your account.

If you do not have a payment method on file with us, please contact us at **(855)284-3733** to make arrangements for payment.

Please view the details of the invoice below.

Account #: **2143003**
Invoice #: **17154559**
Appointment #: **17054897**
Service Date: **May 20, 2021**

Subtotal: **\$99**
Tax: **\$5.94**
Total: **\$104.94**

If you need more information you can [log in to your account](#) to view more details.

If you have any questions, please reply to this email or call **(855)284-3733**.

Customer Support

251 W River Park Dr #100, Provo, UT 84604

[Unsubscribe](#) - [Unsubscribe Preferences](#)

NOTICE OF CANCELLATION

20 MAY 2021
DATE

05-19-2021
DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 05-22-2021.

I HEREBY CANCEL THIS TRANSACTION.

[REDACTED]
BUYER'S SIGNATURE

20 MAY 2021
DATE

NOTICE OF CANCELLATION

DATE

05-19-2021
DATE OF TRANSACTION

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF 05-22-2021.

I HEREBY CANCEL THIS TRANSACTION.

BUYER'S SIGNATURE

DATE

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
By Attorney General Michelle A. Henry,

Petitioner,

v.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

: CIVIL DIVISION--EQUITY
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No. GD-19-5641

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the attached Petition, it is hereby ordered that:

- 1) A rule is issued upon Respondent to show cause why Petitioner is not entitled to the relief requested;
- 2) Respondent shall file an answer to the Petition within twenty days of service upon the Respondent;
- 3) The Petition shall be decided under Pa.R.C.P. No. 206.7;
- 4) An evidentiary hearing on disputed issues of material fact shall be held on _____, 2023, at _____ in Courtroom _____ of the Allegheny County Courthouse, 414 Grant St., Pittsburgh, Pennsylvania 15219; and
- 5) Notice of the entry of this order shall be provided to all parties by the Petitioner.

BY THE COURT:

_____, J.

THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION--EQUITY
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry,	:	
	:	
Petitioner,	:	No. GD-19-5641
	:	
v.	:	
	:	
APTIVE ENVIRONMENTAL, LLC,	:	
	:	
Respondents.	:	

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the attached Petition, it is hereby ordered that:

- (1) A rule is issued upon Respondent to show cause why Petitioner is not entitled to the relief requested;
- (2) Respondent shall file an answer to the Petition within twenty days of service upon the Respondent;
- (3) The Petition shall be decided under Pa.R.C.P. No. 206.7;
- (4) Depositions shall be completed within ____ days of this date;
- (5) Petitioner's brief to be filed on or before _____;
- (6) Respondent's brief to be filed on or before _____;
- (7) Argument shall be scheduled by praecipe with the Chief Motions Clerk upon completion of depositions (i.e., depositions must be transcribed and filed with the Department of Court Records – Civil Division);
- (8) Notice of entry of this order shall be provided to all parties by Petitioner.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
By Attorney General Michelle A. Henry,

Petitioner,

v.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

CIVIL DIVISION--EQUITY

No. GD-19-5641

CERTIFICATE OF SERVICE

I hereby certify that, on March 30, 2023, a true and correct copy of the attached NOTICE OF PRESENTMENT and related PETITION FOR RULE TO SHOW CAUSE WHY RESPONDENT APTIVE ENVIRONMENTAL, LLC SHOULD NOT BE SANCTIONED FOR VIOLATIONS OF ASSURANCE OF VOLUNTARY COMPLIANCE were served by certified mail, return receipt requested, to the following:

APTIVE ENVIRONMENTAL, LLC
c/o Nathan Wilcox, Chief Legal Officer
5132 N 300 W #150
Provo, Utah 84604

Adrian R. King, Jr.
Jenny N. Perkins
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103



Jaimie L. George
Deputy Attorney General

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, Pennsylvania 15222
724-858-4664

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL,
By Attorney General Michelle A. Henry,

Petitioner,

v.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

CIVIL DIVISION--EQUITY

No. GD-19-5641

CERTIFICATE OF COMPLIANCE

I, Jaimie L. George, Esq., hereby certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully submitted,

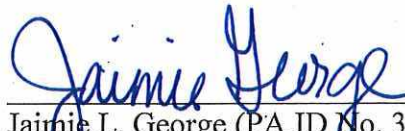
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date:

3/30/23

By:



Jaimie L. George (PA ID No. 309368)
Deputy Attorney General
For the Commonwealth