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 <u>Unfair Trade Practices and Consumer Protection Law</u>, 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.

- 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, it 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);
 - 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);
 - 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
- 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);
 - Soliciting without required registration in Delaware County on June 7, 2022 (MJ-32124-NT-42-2022);
 - 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);
 - 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).

- 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 IMPOSTION 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 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, CIVIL DIVISION--EQUITY

Petitioner,

No. GD-19-5641

v.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

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, CIVIL ACTION

Petitioner,

Case No. 5641 of 2019

Aptive Environmental, LLC,

V.

Respondent.

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
Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
jambrose@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY, PENNSYLVANIA

COMMONW	EALTH O	F PENNSYLVANIA,		CIVIL ACTION
OFFICE OF A	TTORNE	EY GENERAL,	:	
ACTING BY	ATTORN	EY GENERAL JOSH	. :	
SHAPIRO,		8	:	
*			:	
		Petitioner,	:	

Case No.

Aptive Environmental, LLC,

Respondent.

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);

- 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

Unlive

JOSH SHAPIRO ATTORNEY GENERAL

Date: 03 22 19

By:

Jill Amorose

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Date: Date: Date: Date:

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

Attorney for Respondent

[REMAINDER OF PAGE INTENTIONALLY BLANK]

RECEIVED

MAR 2 5 2019

BCF WHO

FOR THE RESPONDENT:

APTIVE ENVIRONMENTAL, LLC

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY, PENNSYLVANIA

COMM	ONWEALTH	OF PENNSYLVANIA,	:	CIVIL ACTION	2
OFFICI	E OF ATTORN	VEY GENERAL,	:		
ACTIN	G BY ATTOR	NEY GENERAL JOSH	:		Σ
SHAPI	RO,	/e *	:	<u> </u>	
*			:		740
		Petitioner,	:	·	8
			:		
8	v.		: .	Case No.	
		· ·	:		

Aptive Environmental, LLC,

Respondent.

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.

Jill Ambrose

Deputy Attorney General

PA Attorney I.D. No. 323549 Bureau of Consumer Protection

1251 Waterfront Place, Mezzanine Level

ie anhere

Pittsburgh, PA 15222

Telephone: 412-565-3050

jambrose@attorneygeneral.gov

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

COMMONWEALTH OF PENNSYLVANIA	A, :	CIVIL ACTION	
OFFICE OF ATTORNEY GENERAL,	:		
ACTING BY ATTORNEY GENERAL JOS	H :		
SHAPIRO,	1	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 Hon the below:

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

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

ie amlure

Exhibit B



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

(412) 353-7378

SERVICE AG	REEMEN'	Г	2019-04-29	9:00 - 11:00	183
OLIVIOL / (O	VIII III V		START DATE	TIMEWINDOW	MAP CODE
SERVICE ADDRESS			BILLING ADDRESS		
			THE LAND OF THE PARTY OF THE PA		
CUSTOMER NAME			BILLING NAME		
510 HUDDERFORD RD			510 HUDDERFORD F	The second secon	
STREET ADDRESS			STREET ADDRESS OR P.O. B	*	
PITTSBURGH , PA 15237			PITTSBURGH , PA	15237	
CITY, STATE, ZIP CODE			CITY, STATE, ZIP CODE		
CELL PLICATE	STOOMS BUOMS		CELL DUONS	SECOND BU	ONE
CELL PHONE	SECOND PHONE		CELL PHONE	SECOND PH	DNE
EMAIL ADDRESS - REQUIRED FOR SERVI	CENOTIFICATION		PERSON TO CONTACT OTHE	R THAN SERVICE ADDRESS	CONTACT
EMAIL ADDRESS - REGUIRED FOR SERVI	CENOTIFICATION		PERSON TO CONTACT OTHE	IN IT INIVIDENTICE ADDINESS	COMINCI
PREFERRED CONTACT METHOD FOR SE	F1	MESSAGE	phone call at the pr	ovided numbers and tandard text/data rate	ail, text message and/or emails for each regular is moy apply. By entering tive.
					A
TARGET PEST			APPROXIMATE SERVICE CAL	Parameter State of the Control of th	
American Cockroaches		wn Banded ckroaches	JAN FEB MAR APR	MAY JUN JUL AUG	SEP OCT NOV DEC
Smokey Brown Cockroaches Spiders		e (Indoor) .	0 119 0 69	110 0 0 119	0 0 119 0
Ants .	Earwigs Rat	ts (Indoor)			
Wasps Silverfish	Centipedes Mill Pill Bugs Sco	lipedes orpions	SERVICES	INITIAL (1)	QUARTERLY (4)
	INITIAL QU	ARTERLY	Initial Quote	\$249.00	GONNIERE! [4]
SPECIALTYPESTS	ADDED CHARGE ADD	DED CHARGE	Initial Agreement Discou		
Aphid	\$\$_		Per Quarter Quote	\$69.00	\$119.00
Slug & Snall	\$\$_	4"	Specialty Pests	\$0.00	\$0.00
Flea & Tick Indoor	\$\$			\$69.00	\$119.00
Flea & Tick Outdoor Rat & Mice Outdoor	\$ \$_		Sub Total Tax	\$4.83	\$8.33
German Cockroach	\$		Nothing But Nets	\$0.00	,
Vole Treatment	\$ \$		Initial Total		Quarter Total \$127.33
, 10 10 10 10 10 10 10 10 10 10 10 10 10					
	OURTREATMENT	4	EASYPAY		
APTIVE TREATMENTS	Pest octivity will d	ecrance with	I authorize Aptive to app my checking, savings, or	ly each charge stipulat	ed in this agreement to
,	future exterior treat	ments. These	my checking, so migs, or	credit card occount as	moreoteo.
	protective barrier	maintain a around your	ACH VISA	(arecars)	AMEX
1 S	residence. Between treatments, if you se	en regular	TAGE VIEW		
25.	the occasional pest, p	please call for			*
Perale instrum	a free re-service.		EFC7BCD6-B748-49	77-B7F3-301FF40	9F40A
			TOKEN		
9			Garage .		
	*		SIGNATURE		-
,		-			
INITIAL TARGET PESTS			SPECIAL INSTRUCTIONS		
Ants, Wasps, Spiders, Crickets,	Centipedes		Won't be home for se	rvice, do welcome le	tter via opine and
, , , , , , , , , , , , , , , , , , , ,			Won't be home for se service outside. Ant	s in kitchen and fro	nt entrance,

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.

	(IV	K
CUSTOMER INITIALS		

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 on 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.

GW K

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.

	GUK	
CUSTOMER INITIALS	•	

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:
Byhnch
trans Court

APTIVE ENVIRONMENTAL

04-27-2019

KENNEDY LINEHAN

)

HOME OWNER OR AUTHORIZED AGENT.

DATE

REPRESENTATIVE'S NAME (PLEASE PRINT)

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 reiniestation 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 are any member of your household is sensitive to adors 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 fervice 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, file ants, pharaoh ants, spiders, ticks, fleos, 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 inclident. 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 orising 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, cuntract, equitable and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, legardless of whether the controversy or claim arose before an after the execution, transfer or acceptance of this agreement, shall be settled by binding arbitration. However, disputes regarding the scape and er forceability of this arbitration by a court, not an arbitration 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 with 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 or punitive damages (which shall be governed by the Constitutional standards semployed by the courts) and injunctive, equitable and declaratory relief (but only in savor of the individual party seeking relief and or by to the extent necessary to provide relief warranted by the optimistrator will have the cuttor by to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitrator will have the cuttor by to award fees and costs of attorneys, witnesses and experts to the extent permitted by the agreement, the arbitrator odministrator'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 of 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 shell 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 recuesting 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 arbitrators had like filed and binding on all parties, except that a party may within 30 days of the original award request or appeal to an appeal tribunal, constituted in the same rumber 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 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 hoving jurisdiction thereof. No arbitration award involving the parties will have cry preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, provision. This arbitration provision is made pursuant to a transcent not ving 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 capeeing to pay the costs of the mediation.

Solely for purposes of this arbitration provision, the terms "we," "us," "cur" and "/ ptive" collectively mean Aptive and its arfiliates, 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, and the one hand, and the applicable arbitration rules of the other provisions of this agreement, on the other hand, this arbitration provision is hold govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining partiers of this arbitration provision, except that: (A) if the class action valver 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 walver. 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 closs action waiver are desewhere in this arbitration provision prohibiting the arbitration 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 until the arbitration awarding 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, LT 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 offect 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 optin 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 of 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 I shelf 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 see a state of the first part of the second petiticism.
- 3. The date on which the pesticide application will be made. The date may be orally communicated, rather than in writing, if the request 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 APTIVE ENVIRONMENTAL

DATE OF TRANSACTION

ANNUAL PEST CONTROL SERVICE AGREEMENT

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 sole, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller of 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 Aptive Environmental, LLC at 1810 Parkway View Drive, Pittsburgh, PA 15203, pittsburgh@gooptive.com, (412) 353-7378 NOT LATER THAN MIDNIGHT OF 04-30-2019

I hereby cancel this transaction

JYER'S NAME	DATE
Name and the same	HAMILIAN SEPTEMBER
	YER'S NAME



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 Pirring Pat Mullin Franny Salachup Jack Betkowski

OFFICIAL RESPONSE - RIGHT TO KNOW REQUEST

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:

- 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

8 N Main St, Dover, PA 17315

801-562-2847

customersupport@goaptive.com

Service Agreeme	ent	www.goaptive.com	1	Lic.#BU12946
, ,		PAYMENT - LAST 4 DIGITS	18Y TREATMENT DATE 2021-07-19	EST. TIME WINDOW 11:00AM 01:01PM
.This Service Agreement ("Agreement") is made or "our") and	and entered into this 16day o	of <u>Jul</u> 2021 , by and be	etween Aptive Environ	mental, LLC ("Aptive,""we,""us,"
CUSTOMER INFORMATION	*	BILLING INFORMATION	ı.	
CUSTOMER NAME	*	BILLING NAME (IF DIFFERENT)		
312 CLOVER AVE STREET ADDRESS		STREET ADDRESS OR P.O. BOX		
LANCASTER, PA 17602		APPENDANCE.	L	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP GODE		
PRIMARY PHONE ADDITION	ONAL PHONE	EMAIL ADDRESS (REQUIRED)		*
We will provide the pest control treatmen	nts and services ("Treatment	ts") described herein according	ng to the schedule	set forth in this Agreement.
1. INITIAL TERM AND CANCELLA THE COMPLETION OF AN INITIAL THE INITIAL TERM STARTS ON THE AUTOMATICALLY CONTINUE MO THIRTY (30) DAYS' PRIOR WRITTE	. TREATMENT AND fou E DAYTHIS AGREEMEN' NTH-TO-MONTH. EITH	r(<u>4</u>) STANDARD T IS SIGNED, AFTER THE IER PARTY MAY CANCE	TREATMENTS, INITIAL TERM,	THIS AGREEMENT WILL
1.1 IF YOU RECEIVED A DISCOUN THIS AGREEMENT AFTER THE EX TERM, YOU AGREE TO PAY APTIV GIVEN. INITIAL	PIRATION OF YOUR R	IGHT OF RESCISSION, E	BUT BEFORE TH	IE END OF THE INITIAL
1.2 THE FIRST STANDARD TREATM TO BREAK THE PEST CYCLE. INITIA		MED WITHIN 20 TO 40 I	DAYS AFTER TH	E INITIAL TREATMENT
2. TREATMENTS AND PRICE Standard Treatment: Ants, Centipedes, Cockroach Oriental and/or Smokey Brown only), Crickets, Earwigs Scorpions, Silverfish, Spiders, Rodents (Indoor), and/or	s, Fleas, Millipedes, Pill Bugs,	TREATMENTSCHEDULE (AI	AY JUN JÜL A	UG SEP OCT NOV DEC
optive pro Four (4) Standard Treatments	Specialty Pests			
The state of the s	Flea & Tick German Cockroaches			
aptive pro+ six (6) Standard Treatments	Rodents (Outdoor) Specialty Pests Flea & Tick German Cockroaches Mosquitoes Rodents (Outdoor)	INITIAL TREATMENT (DUE To Initial Treatment Discount Additional Services Initial Specialty Pests Sub Total Tax	\$ <u>399.00</u> Standar -\$ <u>350.00</u> Special \$ <u>0.00</u> Sub Tot \$ <u>0.00</u> Tax	ARD TREATMENT rd Treatment (4) \$119.00 ty Pests \$0.00 al \$119.00 \$0.00 mdard Treatment
aptive premium Six (6) Standard and Specialty Pest	Treatments	Nothing But Nets Donation Initial Total	\$ <u>0.00</u> Total \$ <u>49.00</u>	\$119.00
	÷.	,		OR y Payment \$
Aptive does not treat for termites or any If requested, Aptive will treat the interior terior of the home for all future treatmen may be necessary. If you would like inside charge. See § 8 below for details. The Initial B. PAYMENT TERMS; FEE INCREASE. The Treatment is due within thirty (30) days	of the home for specific pe nts. Continued pest activity e or additional outside trea al Treatment has a Standard fee for the Initial Treatmer	following scheduled treatm tments, Aptive will return be I initial Treatment Fee of \$399 Int is due at the time of the	ents may occur, ar tween scheduled t 9.00. Initial Treatment.	nd additional re-treatments treatments at no additional The fee for each Standard
Monthly Payment will be due on the first of each month until the total of all Standard with this Agreement. IF YOU FAIL TO MAKE TERMINATE THIS AGREEMENT, AND RECOV and your right to cancel, increase the Stan	day of the month after the I Treatments have been paid ANY PAYMENT WHEN DUE, V VER ALL DAMAGES. You agro	nitial Treatment in the amou d in full. There is no financin WE MAY, BY GIVING YOU WRI ee that, after the initial Term	nt set forth above, g charge or cost of ITEN NOTICE, DISC	and then on the first day of credit (0% APR) associated ONTINUE FUTURE SERVICES,
3.1 EASYPAY; ELECTRONIC PAYMENT AUT bank account or charges to your credit of Monthly Payments as set forth above, plu according to the terms of this Agreement, authorization by calling (844) 573-7111, of See § 7 below for details.	or debit card account ident is any applicable taxes, and or increased fees. Electronic	tified above("Electronic Payn including any past due amou c payments will occur on or a	nent") in the amo unts, amounts that bout the treatmen	unt of the services fees or may accumulate in arrears it date. You may cancel your
4. COPY OF AGREEMENT; NOTICES OF CA of the Notice of Cancellation to the abov CONTAINED ON PAGE 2 OF THIS AG TO ARBITRATE ANY DISPUTES. DO TERMS TO THE EXTENT OF THEI CONDITIONS OF THIS AGREEMEN	e email address that you h GREEMENT AND ARE P NOT SIGN THIS AGRE N AVAILABLE INFORM	ave provided. ADDITIONA PART OF THIS AGREEMEN EMENT IF ANY OF THE	AL TERMS OF T NT, WHICH INC SPACES INTENI	HIS AGREEMENT ARE LUDE AN AGREEMENT DED FOR THE AGREED

FORER H 07 / 16 / 2021 07 / 16 / 2021 /S/ Tanner Sharp RIGNATURE OF CUSTONER DATE DATE GEN -062521

of this right.

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

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 (28) 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 109% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENTAUTHORIZATION. 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, and 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 railure 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 beling 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 estanding 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 termities, nor any other wood-destroying organism, mosquitoes (unless you have selected mosquito treatments), bees, wildliffe, or other pests ont specifically identified in this Agreement. Virtually all pesticides have some oder 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, WASSPS, BEES, OR ANY PEST USTED 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 ASSED, 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 PURPOSES. APPTIVE DOES ON TOWARKANTYTHAT 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

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 vourresidence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURYTRIAL YOUANDAPTIVE ALSO WAIVETHERIGHTTOPARTICIPATEIN ACLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION INCOURTOR 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 ORTO 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 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 partles, 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 filling 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 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 on 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 (8) 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 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 event was the parties went were the province relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief event was a province relief 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. EMAILAND PHONENUMBER NOTIFICATIONS; PRIVACYPOLICY. Irequest that Aptive send me notifications via email, text message, and/or phone call using the cell phone number, land/ine number, and/or emails that 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 swebsite 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

	07-16-2021
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty above date.	or Obligation, within THREE BUSINESS DAYS from the
If you cancel, any property traded in, any payments madinstrument executed by you will be returned within TEN cancellation notice, and any security interest arising out must make available to the seller at your residence, in subsidelivered to you under this contract or sale, or you may regarding the return shipment of the goods at the seller's the seller and the seller does not pick them up within 20 or retain or dispose of the goods without any further obligation if you agree to return the goods to the seller and fail obligations under the contract.	BUSINESS DAYS following receipt by the seller of your of the transaction will be cancelled. If you cancel, you stantially as good condition as when received, any goods if you wish, comply with the instructions of the seller expense and risk. If you do make the goods available to days of the date of your Notice of Cancellation, you may tion. If you fail to make the goods available to the seller,
To cancel this transaction, mail or deliver a signed and dat notice, or send a telegram, to Aptive Environmental, LLC, a email at noc@goaptive.com NOTLATERTHAN MIDNIGHT	t 5132 North 300 West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE
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NOTICE OF CANCELLATION	
NOTICE OF CANCELLATION	07.16.2024
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty of above date.	or Obligation, within THREE BUSINESS DAYS from the
If you cancel, any property traded in, any payments made instrument executed by you will be returned within TEN cancellation notice, and any security interest arising out must make available to the seller at your residence, in subsidelivered to you under this contract or sale, or you may, regarding the return shipment of the goods at the seller's othe seller and the seller does not pick them up within 20 diretain or dispose of the goods without any further obligation if you agree to return the goods to the seller and fail to be beligations under the contract.	BUSINESS DAYS following receipt by the seller of your of the transaction will be cancelled. If you cancel, you tantially as good condition as when received, any goods if you wish, comply with the instructions of the seller expense and risk. If you do make the goods available to ays of the date of your Notice of Cancellation, you may ion. If you fail to make the goods available to the seller,
Fo cancel this transaction, mail or deliver a signed and date notice, or send a telegram, to Aptive Environmental, LLC, at email at noc@goaptive.com NOTLATER THAN MIDNIGHTO	5132 North 300 West, Suite 150, Provo, UT 84604, or via
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.
- I certify that the attached documents are a complete and true copy of the original responsive records.

Signature: Levell M. Cuer	Date: 3/13/23	
Denielle L. McGuire, Open Records Officer		
West Lampeter Township		

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.

West Lampeter Township Administrative Assistant

Office Hours: 8:00 a.m. to 4:30 p.m. www.westlampeter.com

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) Jamus 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 X 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 Township to man a copy of this public record to me:						
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						
(111) 101-2121						

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.

March 13, 2023

Date:

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

FOR TOWNSHIP USE ONLY

Date of Receipt; 3/3/23	* s	
Bate of Accorpt. 2/15/0-2		
Computation of Expiration of five-day period to respond	ond:	
Request Approved: New Court	<u></u>	
Open Records Officer		-
Request Denied:		÷.
Open Records Officer		

Reason for Denial: Date Fulfilled;

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

8 N Main St , Dover, PA, 17315

801-562-2847

customersupport@goaptive.com

Service Agreem	ent	www.goaptive.co	om	LIC.#8012946
		PAYMENT - LAST 4 DIGITS	15T TREATMENT DATE 2021-08-09	EST, TIME WINDOW 09:00AM 11:01AM
This Service Agreement ("Agreement") is made or "our") and	e and entered into this <u>07</u> day	of Aug 2021 , by and	between Aptive Environmen	ntal, LLC ("Aptive,""we,""us,'
CUSTOMER INFORMATION	7	BILLING INFORMATIO	ON	
CUSTONER NAME		BILLING NAME (IF DIFFEREN	η .	
801 ·VALLEY ST	. "	A PROPERTY AND ADDRESS OF THE PARTY AND ADDRES		
STREET ADDRESS ENOLA, PA 17025		STREET ADDRESS OR P.O. BO)X	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	4.5	* . *
PRIMARY PHONE ADDIT	TIONAL PHONE	EMAIL ADDRESS (REQUIRED		
Me will provide the pest control treatments. 1. INITIAL TERM AND CANCELLATHE COMPLETION OF AN INITIATHE INITIAL TERM STARTS ON THAUTOMATICALLY CONTINUE METHOD THIRTY (30) DAYS' PRIOR WRITTIAL	ATION. THE INITIAL TEI AL TREATMENT AND HE DAYTHIS AGREEMEN ONTH-TO-MONTH. EITH EN NOTICE, INITIAL	RM OF THIS AGREEME eight (8) STANDAR NT IS SIGNED. AFTER TH HER PARTY MAY CANO	ENT IS <u>twenty four</u> D TREATMENTS, <u>W</u> IE INITIAL TERM, TH CEL THIS AGREEME	_ (<u>24</u>) MONTHS, OR HICHEVER IS LATER IIS AGREEMENT WIL INT UPON AT LEAS
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aptivepro				
Four (4) Standard Treatments	Specialty Pests Flea & Tick	129	129	
aptive pro+ Six (6) Standard Treatments aptive premium Six (6) Standard and Specialty Pes	German Cockroaches Rodents (Outdoor) Specialty Pests Flea & Tick German Cockroaches Mosquitoes Rodents (Outdoor) t Treatments	INITIAL TREATMENT (DUI Initial Treatment Discount Additional Services Initial Specialty Pests Sub Total Tax Nothing But Nets Donation Initial Total	\$399.00 Standard T \$399.00 Specialty P \$0.00 Sp.00 Tax \$50.00 Per Standal \$1,000 Total	D TREATMENT
* *			Monthly Pa	
Aptive does not treat for termites or an If requested, Aptive will treat the interior terior of the home for all future treatm may be necessary. If you would like inside charge. See § 8 below for details. The Initi	r of the home for specific pe ents. Continued pest activity de or additional outside trea	y following scheduled treat atments, Aptive will return	ments may occur, and a between scheduled trea	additional re-treatments
3. PAYMENT TERMS; FEE INCREASE. The Treatment is due within thirty (30) day Monthly Payment will be due on the first each month until the total of all Standar with this Agreement. IF YOU FAIL TO MAK TERMINATE THIS AGREEMENT, AND RECO and your right to cancel, increase the Sta	s after the treatment is pe day of the month after the d Treatments have been pai E ANY PAYMENT WHEN DUE, DVER ALL DAMAGES. You ago	rformed. If you have select Initial Treatment In the amo id in full. There is no financ WE MAY, BY GIVING YOU W ree that, after the Initial Tel	ted Aptive's Monthly Pa bunt set forth above, and ing charge or cost of cre RITTEN NOTICE, DISCON	ayment option, your first d then on the first day of edit (0% APR) associated TINUE FUTURE SERVICES,

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, Sulte 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 tra			
date of this transaction. See the notice	ce of cancellation	form provided with this Agreemer	nt for an explanation
of this right.	08 / 07 / 2021	Noah Fleckenstein	34
Me heel has been orally explained to me	08 / 07 / 2021 (initials)	REPRESENTATIVE'S NAME (PLEASE PRINT)	LICENSE # OF REQUIRED

REPRESENTATIVES NAME (PLEASE PRINT) LICENSE # (IF REQUIRED) 08 / 07 / 2021 08 / 07 / 2021 /S/ Noah Fleckenstein SIGNATURE OF CUSTOMER DATE 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 50 DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARADED FINANCE OR INSURANCE CHARGES, YOU AGREE THAT, AFTER THE INITIAL TERM, APTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 103% SUBJECT TO YOUR RIGHT TO CANCEL ON A THIRTY (30) DAY WRITTEN NOTICE.

7. EASY PAY; ELECTRONIC PAYMENTAUTHORIZATION. 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 rafilure 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, or 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 connot 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 STINOS, BITES, ALLERGIES, OR ILINESSES, MEDICAL COSTS, OR ANY DAMAGE TO THE STRUCTURE OR CONTENTS CAUSED BY WOOD DESTROYING ORGANISMS, ANTS, SPIDERS, TICE, 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 ASSED, JURIESS 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 NOTWARRANTHAY PESTS WILL NOTFETURNS USBEQUENT 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 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 yourresidence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURYTRIAL.YOU AND APTIVE ALSO WAIVETHER IGHTTO PARTICIPATE IN ACLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTIONIN COURTOR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR TO JOIN OR CONSOUDATE CLAIMS WITH CALIMIS OR ANY OTHER PERSONS (THE "CLASS ACTION WAIVER"). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION ORTOISSUE 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 nal 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 arbitrator(s) shall be final and binding on all partles, except that a party mawithin 30 days of the original award request an appeal to an appeal tribu 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 involvi ing anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive 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 inconsistent 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 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 until the arbitration award pertaining to individual relief has been entered in court. In no event will a 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 earbitrated.

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. EMAILAND PHONENUMBER NOTIFICATIONS; PRIVACYPOLICY. 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 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 Policyman 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 to the invalid or illegal, the remaining provisions of this Agreement.

NOTICE OF CANCELLATION 08-07-2021 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 NOTLATERTHAN MIDNIGHT OF 08-11-2021 I HEREBY CANCEL THIS TRANSACTION. **BUYER'S SIGNATURE** DATE

NOTICE OF CANCELLATION

08-07-2021

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 08-11-2021.

I HEREBY CANCEL THIS	TRANSACTION.	
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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:

Aptive 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

This Service Agreement ("Agr	reement") is made and entered into this	09 day of May	, <u>2022</u> , by a	nd between Aptive Environmental, L	LC ("Aptive," "we," "us,"
GUSTOMER INFORMATIO	iN	BILLIP	IG INFORMATI	DN	
GUSTOMER HAME		BILLIN	S NAME (if differen)	
7 BELMONT CIR	is .		ADDRESS OR P.O. B		
AVONDALE, PA 19	9311-9386	STREET	ADDRESS OR P.O. E		31
CITY, STATE, ZIP CODE		CITY,ST	ATE, ZIP CODE		
PRIMARY PHONE NUMBER	ADDITIONAL PHONE NUMBE	R PAYMER	T METHOD - LAST	DIGITS	
ENAIL ADDRESS (REQUIRED)					
We will provide the pest of	control treatments and services ("T	reatments") described he	ein according t	o the schedule set forth in this	Agreement.
INITIAL TERM STAF WILL AUTOMATICAL	D CANCELLATION . THE IN RTS ON THE DAY THIS AG LLY CONTINUE MONTH-T DAYS' PRIOR WRITTEN N	REEMENT IS SIGN O-MONTH. EITHER	ED: AFTER	THE INITIAL TERM, TH	IIS AGREEMENT
THIS AGREEMENT	ED A DISCOUNT FROM ST. AFTER THE EXPIRATION J AGREE TO PAY APTIVE	OF YOUR RIGHT	OF RESCIS	SION, BUT BEFORE T	HE END OF THE
1.2 THE FIRST STA	ANDARD TREATMENT WI	LL BE PERFORM	D WITHIN	20 TO 60 DAYS AFTE	R THE INITIAL
1.3 AFTER THE FIRS	ST STANDARD TREATMEN ORDING TO THE SERVICE	IT, EACH STANDAR PLAN YOU SELEC	D TREATM	ENT WILL BE RERFORM	MED EVERY 30
2. TREATMENTS AND PE	RICE , Centipedes, Cockroaches (Americ	een Draws Boaded Odo	stal and/or Cma	kov Proum only) Crickata Ean	ulas Elons Tiek
Millipedes, Pill Bugs, Silver		nd/orWasps.			wgs, rieds, rick,
aptive pro	*	INITIAL TREATMENT (D	-100 00	STANDARD TREATMENT	
	☐ Pantry Pests ☐ Rodents (Outdoor)	Initial Treatment Discou Specialty Pests	\$0.00	Specialty Pests German Cockroaches	\$ <u>0.00</u> \$ <u>0.00</u>
× aptive pro+	Scorpions Slug, Snails and Aphids	German Cockroaches Additional Services	\$ <u>0.00</u> \$ <u>0.00</u>	Sub Total Tax	\$ <u>199.</u> 00 \$ <u>1</u> 1.94
Every 30-60 days Nov-April:	German Cockroaches	Sub Total Tax	\$ <u>2</u> 99.00 \$ <u>17.9</u> 4	PerStandard Treatment Total	\$ <u>2</u> 10.94
Every 60-100 days	-	Nothing But Nets Donati Initial Total	on \$0.00 \$316.94	or Marshir Burnana	•
Aptive does not trea	at for mosquitoes, bees, oying insects.	wildlife, termites	,	Monthly Payment	
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.)					
Payment option, your first on the first day of each mo associated with this Agree FUTURE SERVICES, TER	EINCREASE. The fee for each Tre Monthly Payment will be due on to onth until the total of all Standard ment. IF YOU FAIL TO MAKE AN MINATE THIS AGREEMENT, AND right to cancel, increase the Stand	the first day of the month Treatments have been p Y PAYMENT WHEN DUE D RECOVER ALL DAMAG	after the Initial aid in full. Ther , WE MAY, BY ES. You agree	Treatment in the amount set to e is no financing charge or co- GIVING YOU WRITTEN NOT that, after the Initial Term, Apti	orth above, and then st of credit (0% APR) ICE, DISCONTINUE
account or charges to your set forth above, plus any ap or increased fees. Electron	NIC PAYMENT AUTHORIZATION credit or debit card account Identif oplicable taxes, and including any pic payments will occur on or about e 150, Provo, UT 84604 and/or cu	ied above ("Electronic Pa past due amounts, any an the treatment date. You r	ment") in the a counts that may nay cancel this	mount of the services fees or n accumulate in arrears accordin authorization by calling (844) 5	nonthly paymentsc as ing to this Agreement,
the Notice of Cancellation to PAGE 2 AND ARE PA DO NOT SIGN THIS A	T; NOTICES OF CANCELLATION o the email address that you provi- ART OF THIS AGREEMENT AGREEMENT IF ANY OF TI ERMS AND CONDITIONS	ded. ADDITIONAL TI T. WHICH INCLUDE HE SPACES INTENI	RMS OF T AN AGREE DED FOR TH	HIS AGREEMENT ARE (MENT TO ARBITRATE) HE AGREED TERMS AR	CONTAINED ON ANY DISPUTES.
5. You, the buyer, ma date of this transacti this right.	ay cancel this transaction ion. See the Notice of Can	at any time prior to cellation form prov 내	midnight o	of the third business da nis Agreement for an ex	y after the planation of
My right to cancel has been	orally explained to me. INITIAL _	<u></u>	A		
NAME	5/9/ DATE		ael Barben		LICENSE#(IF REQUIRED)
NAME	WNEST		ichael Bar		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 ONALL 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, AFTIVE MAY INCREASE THE STANDARD TREATMENT FEE UP TO 10% SUBJECT TO YOUR RIGHT TO CANCEL ON ATHIRTY (30) DAY WRITTEN NOTICE.

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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. WASPTREATMENT. 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 DESTROVING 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 ANSOE. 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 WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. APTIVE DOES NOT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

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, equiliable 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 arbitration dividual 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 MOLATION 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 by law or the 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 Abiltration Act (FAAT). 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 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 commer

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 determined in court and any individual claims seeking monetary relief will be determined in court and any individual claims seeking monetary relief will be determined in court and any individual claims seeking monetary relief will be determined in court and any individual claims seeking monetary relief will be determined in court and any individual claims seeking monetary relief will be determined in court in any public injunctive relief en 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, ATTH: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALLENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICEMUSTINGLUDE 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, andfor 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 twe 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. geopsive.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 notice, or send a telegram, to Aptive Environemail at noc@goaptive.com NOT LATER THAT	nmental, LLC, at 5132 N	y of this Cancellati orth 300 West ₂ Suit	on Notice or any other e 150, Provo, UT 84604,	written or via
I HEREBY CANCEL THIS TRANSACTION.	2			
BUYER'S SIGNATURE			DATE	
				à
	,	, ,		
NOTICE OF CANCELLATION		*		
05 / 09 / 2022	34		05 / 09 / 2022	
DATE		DATE OF	TRANSACTION	

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HEREBY	CANCEL THIS	TRANS	ACTION.
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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

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 Allson 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

This Service Agreement ("Agre or "our") and	eement") is made and entered into this	16 day of Jun	, <u>2022,</u> by a	nd between Aptive Environmental, LL	C ("Aptive," "we," "us,"
GUSTOMER INFORMATION			NFORMATIO	DN	
			ME (If different		
160 American Wy		alterio i	rac (n anterent		
STREET ADDRESS	. 10335	STREET ADD	RESS OR P.O. B	ox .	
Downingtown, P.	A 19335	CITY, STATE	ZIP CODE	,	
PRINARY PHONE NUMBER	ADDITIONAL PHONE NUMBE	PAYMENT M	ETHOD - LAST 4	DIGITS	
	ADDITIONAL HOUSE			A. C.	
EMAIL ADDRESS (REQUIRED)					
We will provide the pest co	ontrol treatments and services ("T	reatments") described herein	according to	o the schedule set forth in this A	greement.
INITIAL TERM STAR WILL AUTOMATICAL	O CANCELLATION. THE IN ITS ON THE DAY THIS AG LLY CONTINUE MONTH-T DAYS' PRIOR WRITTEN !	GREEMENT IS SIGNET O-MONTH. EITHER P). AFTER	THE INITIAL TERM, TH) MONTHS.THE S AGREEMENT MENT UPON AT
RESCISSION, BUT I	IF YOU CANCEL THIS BEFORE THE END OF T AMOUNT OF THE DISCO	S AGREEMENT AFT HE INITIAL TERM, YO	ER THE	E TO PAY APTIVE THE	UR RIGHT OF
18.2 DAYS AFTER THE	THE FIRST S		NT WILL	. BE PERFORMED WIT	HIN 20 TO 60
18.3				bs	
TER THE FIRST S TO 100 DAYS, ACCO	TANDARD TREATMENT, RDING TO THE SERVICE	EACH STANDARD TR PLAN YOU SELECTE	D BELO	N. INITIAL	EVERY 30
2. TREATMENTS AND PR Standard Treatment: Ants, Millipedes, Pill Bugs, Silvert	Centipedes, Cockroaches (Ameri		and/or Smol	key Brown only), Crickets, Earwi	gs, Fleas, Tick,
aptivepro		INITIAL TREATMENT (DUE		STANDARD TREATMENT	
Every 60-100 days	Pantry Pests	Initial . Treatment Discount Specialty Pests	-\$ <u>1</u> 30.00 \$0.00	Specialty Pests German Cockroaches	\$ <u>0.00</u> \$ 0.00
x aptive pro+	Rodents (Outdoor) Scorpions	German Cockroaches	\$0.00	Sub Total	\$ <u>169.</u> 00
May-Oct: Every 30-60 days	Slug, Snails and Aphids	Additional Services Sub Total	\$ <u>0.00</u> \$ <u>2</u> 69.00	Tax .	\$ <u>1</u> 0.14
Nov-April: Every 60-100 days	German Cockroaches	Tax Nothing But Nets Donation	\$16.14 \$0.00	PerStandard Treatment Total	\$ <u>1</u> 79.14
		Initial Total	\$ <u>2</u> 85.14	Monthly Payment	\$
Aptive does not trea or any wood destro	t for mosquitoes, bees, ying insects.	wildlife, termites,			
pest infestations at the time	eatments that require treatment of e of the Initial Treatment. (See § y be necessary. If you would like below for details.)	9 below for details). Continu	ed pest acti	vity following scheduled treatme	ents may occur, and
Payment option, your first N on the first day of each mo associated with this Agreen FUTURE SERVICES, TERM	INCREASE. The fee for each Tree Monthly Payment will be due on the until the total of all Standard nent. IF YOU FAIL TO MAKE AN MINATE THIS AGREEMENT, AND right to cancel, increase the Standard	he first day of the month afte Treatments have been paid Y PAYMENT WHEN DUE, W D RECOVER ALL DAMAGES	er the Initial in full. There IE MAY, BY . You agree	Treatment in the amount set fo e is no financing charge or cost GIVING YOU WRITTEN NOTIC that, after the Initial Term, Aptive	rth above, and then of credit (0% APR) CE, DISCONTINUE
account or charges to your of set forth above, plus any app or increased fees. Electronic	NIC PAYMENT AUTHORIZATION credit or debit card account identi plicable taxes, and including any p c payments will occur on or about 150, Provo, UT 84604 and/or cu	fied above ("Electronic Paym past due amounts, any amou the treatment date. You may	ent") in the a its that may cancel this	mount of the services fees or m accumulate in arrears according authorization by calling (844) 57	onthly payments as to this Agreement,
	NOTICES OF CANCELLATION				
	the email address that you provid				
NAME OF TAXABLE PARTY OF TAXABLE PARTY.	GREEMENT IF ANY OF T	THE RESIDENCE OF PARTY AND ADDRESS OF THE PART	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND		THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN
READ ALL OF THE T	ERMS AND CONDITIONS	OF THIS AGREEMEN	BEFOR	E YOU SIGN.	
	y cancel this transaction				
date of this transaction this right.	on. See the Notice of Can		u with th	is Agreement for an exp	ianation of
	orally explained to me. INITIAL	MM			
	Part and the second	/2022 Drew Ha	nsen		
AME	DATE	REPRESENTATIV			CENSE# (IF REQUIRED)
In the Sale Land of Sales	6/16	/2022 /s/ Drew	Hansen	. (5/16/2022

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 ASERVICE 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 ATHIRTY (30) DAYWRITTEN 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 targely 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 that folicers, 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 medered.

8. RESERVICES. Pest problems between regularly scheduled treatments may occur. If, between regular freatments, you have a problem with pests being treated under his Agreement, Aplive 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, melirtenance, removal of standing water, and accessibity 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 freatment 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.

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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 epplicable 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 sward 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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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 shall govern. If any portion of this arbitration provision shall govern. If any portion of this arbitration provision, except that (A) if the class action waiver is limited, volded 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 problibiding the arbitrator from avarding 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 seaking momentary 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, ATTH: ARBITRATION OPT OUT, 513.2 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THIS AGREEMENT. ANY REJECTION NOTICE MUSTINCLUDE 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 ARBITRATION ARBEMENT.

13. EMAIL AND PHONE NUMBER NOTIFICATIONS; TELEPHONE CALLS RECORDING; PRIVACY POLICY, You request that Aplive 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 Aplive, 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 Aplive). You consent and agree to Aplive (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 twe 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 tibunal finds any provision of this Agreement to be invalid or illegal, the remaining provisions of this Agreement shall remain in force.

BUYER'S SIGNATURE

cuSign Envelope ID: 06F00F1F-CF36-4859-8B4A-2E719B2DD5D0	
NOTICE OF CANCELLATION	a in
06 / 16 / 2022	06 / 16 / 2022
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligation, within date.	n THREE BUSINESS DAYS from the above
If you cancel, any property traded in, any payments made by you under instrument executed by you will be returned within TEN BUSINESS DAY cancellation notice, and any security interest arising out of the transact must make available to the seller at your residence, in substantially as good delivered to you under this contract or sale, or you may, if you wish, or regarding the return shipment of the goods at the seller's expense and risk seller and the seller does not pick them up within 20 days of the date of your dispose of the goods without any further obligation. If you fail to make agree to return the goods to the seller and fail to do so, then you remain liab the contract.	'S following receipt by the seller of you tion will be cancelled. If you cancel, you condition as when received, any good comply with the instructions of the selle. If you do make the goods available to the our Notice of Cancellation, you may retain the goods available to the seller, or if you le for performance of all obligations under
To cancel this transaction, mail or deliver a signed and dated copy of this notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF06 / 2	West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE
NOTICE OF CANCELLATION	
06 / 16 / 2022 DATE	06 / 16 / 2022 DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligation, within date.	THREE BUSINESS DAYS from the above
If you cancel, any property traded in, any payments made by you under instrument executed by you will be returned within TEN BUSINESS DAY cancellation notice, and any security interest arising out of the transact must make available to the seller at your residence, in substantially as goo delivered to you under this contract or sale, or you may, if you wish, co regarding the return shipment of the goods at the seller's expense and risk, seller and the seller does not pick them up within 20 days of the date of your dispose of the goods without any further obligation. If you fail to make the agree to return the goods to the seller and fail to do so, then you remain liable the contract.	S following receipt by the seller of your ion will be cancelled. If you cancel, you do condition as when received, any goods omply with the instructions of the seller If you do make the goods available to the our Notice of Cancellation, you may retain the goods available to the seller, or if you
To cancel this transaction, mail or deliver a signed and dated copy of this notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF06 / 23	West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	*
to the second se	

DATE



WEST BRANDYWINE POLICE DEPARTMENT

198 Lafayette Road, West Brandywine, PA 19320 Office (610)380-8201 Fax (610)384-0438 Website: wbrandywine.org Email: wbpolice@wbrandywinepd.org

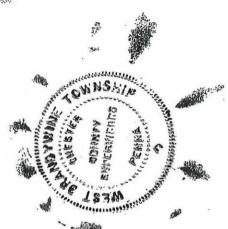


RTKL Response: Request Denied

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

Chief of Police

West Brandywine Twp Police—Open Record Officer

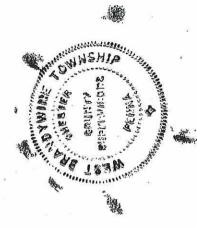


Exhibit G

8015622847

customersupport@goaptive.com Lic. #_{BU12946}

Service Agreement

07 / 15 / 2022

This Service Agreement ("Agr	reement") is made and entered into this	15 day of Jul	,2022, by ar	nd between Aptive Environmental, Ll	.C ("Aplive," "we," "us,"
CUSTOMER INFORMATIO	N	BILLING	INFORMATIO	ON	
	i .				
customer name 226 Pine Tree Dr		BILLING N	WE (if different		
STREET ADDRESS	71	STREET ADI	DRESS OR P.O. B	x .	
Cresco, PA 183	326	CITY,STATE	, ZIP CODE		
PRIMARY PHONE NUMBER	ADDITIONAL PHONE NUMB	ER PAYMENT M	ETHOD-LAST 4	DIGITS	
EMAIL ADDRESS (REQUIRED)					
We will provide the pest co	ontrol treatments and services ("T	realments") described herein	according to	the schedule set forth in this A	Agreement.
INITIAL TERM STAR WILL AUTOMATICAL	O CANCELLATION. THE IN RTS ON THE DAY THIS AC LLY CONTINUE MONTH-T DAYS' PRIOR WRITTEN I	GREEMENT IS SIGNEI O-MONTH. EITHER P	D. AFTER	THE INITIAL TERM, TH	
RESCISSION, BUT	IF YOU CANCEL THI BEFORE THE END OF T AMOUN OF THE DISCO	S AGREEMENT AFT HE INITIAL TERM, YO	ER THE	E TO PAY APTIVE THE	UR RIGHT OF
18.2 DAYS AFTER THE	THE FIRST S		NT WILL	BE PERFORMED WIT	THIN 20 TO 60
	STANDARD TREATMENT, DRDING TO THE SERVICE				D EVERY 30
2. TREATMENTS AND PR	RICE				
Standard Treatment: Ants, Millipedes, Pill Bugs, Silver	Centipedes, Cockroaches (Amer fi Spiders, Rodents (Indoor), a		and/or Smol	key Brown only), Crickets, Earw	rigs, Fleas, Tick,
aptivepro		INITIAL TREATMENT (DUE	TODAY)	STANDARD TREATMENT	
Every 60-100 days	Pantry Pests	Initial Treatment Discount		Specialty Pests	\$ 0.00
untive pro	Rodents (Outdoor) Scorpions	Specialty Pests German Cockroaches	\$0.00 \$0.00	German Cockroaches Sub Total	\$ <u>0.00</u> \$ <u>169.00</u>
× aptive pro+	Slug, Snails and Aphids	Additional Services	\$0.00	Tax	\$ 10.14
Every 30-60 days Nov-April: Every 60-100 days	German Cockroaches	Sub Total Tax Nothing But Nets Donation	\$169.00 \$10.14 \$0.00	PerStandardTreatmentTotal or	\$ <u>1</u> 79.14
Antive does not trea	at for mosquitoes, bees	Initial Total . wildlife, termites.	\$ <u>1</u> 79.14	Monthly Payment	\$
or any wood destro	oying insects.				
pest infestations at the tim	eatments that require treatment of the of the Initial Treatment. (See § ay be necessary. If you would like t below for details.)	9 below for details). Continu	ed pest acti	vity following scheduled treatm	ents may occur, and
Payment option, your first on the first day of each mo associated with this Agree FUTURE SERVICES, TER	EINCREASE. The fee for each Tr Monthly Payment will be due on onth until the total of all Standard ment. IF YOU FAIL TO MAKE AN MINATE THIS AGREEMENT, AN right to cancel, increase the Stan	the first day of the month aft Treatments have been paid IY PAYMENT WHEN DUE, V D RECOVER ALL DAMAGES	er the Initial in full. There VE MAY, BY 5. You agree	Treatment in the amount set for is no financing charge or cos GIVING YOU WRITTEN NOT that, after the Initial Term, Aptiv	orth above, and then it of credit (0% APR) ICE, DISCONTINUE
account or charges to your set forth above, plus any ap or increased fees. Electroni	NIC PAYMENT AUTHORIZATION credit or debit card account ident oplicable taxes, and including any ic payments will occur on or abou a 150, Provo, UT 84604 and/or cu	ified above ("Electronic Paym past due amounts, any amou t the treatment date. You may	ent") in the a nts that may cancel this	mount of the services fees or n accumulate in arrears accordin authorization by calling (844) 5	nonthly payments as g to this Agreement,
4. COPY OF AGREEMENT	; NOTICES OF CANCELLATION	N. You have requested that A	ptive send y	ou a copy of this Agreement a	nd two (2) copies of
	o the email address that you prov				
DO NOT SIGN THIS A	GREEMENT IF ANY OF T	HE SPACES INTENDE	D FOR TH	E AGREED TERMS AR	
	ERMS AND CONDITIONS				
date of this transacti	ay cancel this transaction ion. See the Notice of Car	at any time prior to modellation form provide	nidnight o ed with th	f the third business day is Agreement for an ex	y after the planation of
this right.	1	14/		*	
My right to cancel has been	orally explained to me. INITIAL	(2022	3 - 200 MAY		
AME	7/15 DATE	/2022 <u>Caleb C</u>	rondel	ASEPRINT) I	ICENSE# (IF REQUIRED)

/S/ Caleb Grondel

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) DAYWRITTEN 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 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 indepmity, 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 involce (rather than making an Electronic Payment for fixed on tracelve your Electronic Payment for any reason, we will send you a paper involce, and you agree that an additional processing fee of \$5 shall apply to each paper involce, or endered.

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 accessibity 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, wildliffe, 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 freatment of the ay of the service, Aplive will only freat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aplive return to service untreated areas at no additional charge before your next Standard Treatment, but Aplive 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 linclude 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 OEVENTWILLAPTIVE 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, equilable 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 pald 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 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 rithounal and arphicable law. The appeal ribunal shall review all questions of faw 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 involving anyone who is not a party to the arbitration provision is made pursuant to a transaction 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 commerciandshall begoverme

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 essigns, 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 abolive.

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 shall govern. If any portion of this arbitration provision shall govern. If any portion of this arbitration provision, except that (A) if the class action waiver is limited, volded 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 to 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 determined in court. In no event will a claim for public injunctive relief verified to arbitrated.

IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, YOU MAY REJECT IT BY MAILING A SIGNED REJECTION NOTICE TO APTLY ENVIRONMENTAL, LLC, ATTH: 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 MUSTINCL UDEYOUR 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 (t) 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 twe 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 offenings 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. geaptive.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.

BUYER'S SIGNATURE

cusign Envelope ID: BE80BED2-BAC1-46A7-BD58-215096FA51C1	
NOTICE OF CANCELLATION	* *
07 / 15 / 2022	07 / 15 / 2022
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligatio date.	n, within THREE BUSINESS DAYS from the abov
If you cancel, any property traded in, any payments made by you instrument executed by you will be returned within TEN BUSINE cancellation notice, and any security interest arising out of the formust make available to the seller at your residence, in substantially delivered to you under this contract or sale, or you may, if you regarding the return shipment of the goods at the seller's expense a seller and the seller does not pick them up within 20 days of the door dispose of the goods without any further obligation. If you fail to agree to return the goods to the seller and fail to do so, then you rem the contract. To cancel this transaction, mail or deliver a signed and dated copy	transaction will be cancelled. If you cancel, you as good condition as when received, any good wish, comply with the instructions of the seller and risk. If you do make the goods available to the ate of your Notice of Cancellation, you may retain make the goods available to the seller, or if you have for performance of all obligations under
notice, or send a telegram, to Aptive Environmental, LLC, at 5132 No.	
I HEREBY CANCEL THIS TRANSACTION.	*4
	* .
BUYER'S SIGNATURE	DATE
3	* * *
	*
NOTICE OF CANCELLATION	
50 V V V V 0000 1	07 / 15 / 2022
07 / 15 / 2022 DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligation date.	n, within THREE BUSINESS DAYS from the above
If you cancel, any property traded in, any payments made by you instrument executed by you will be returned within TEN BUSINES cancellation notice, and any security interest arising out of the transaction notice, and any security interest arising out of the transaction make available to the seller at your residence, in substantially delivered to you under this contract or sale, or you may, if you regarding the return shipment of the goods at the seller's expense as seller and the seller does not pick them up within 20 days of the da or dispose of the goods without any further obligation. If you fail to agree to return the goods to the seller and fail to do so, then you remathe contract. To cancel this transaction, mail or deliver a signed and dated copy notice, or send a telegram, to Aptive Environmental, LLC, at 5132 No email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF	as DAYS following receipt by the seller of your ransaction will be cancelled. If you cancel, you as good condition as when received, any goods wish, comply with the instructions of the seller nd risk. If you do make the goods available to the te of your Notice of Cancellation, you may retain make the goods available to the seller, or if you ain liable for performance of all obligations under of this Cancellation Notice or any other written orth 300 West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	

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.
- 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.
- 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.



- 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.
- I Certify that this document is a complete and true copy of the original responsive record.

Signature:

\ ...

Date:

3/14/2023

Krisann MacDougall

Alternate Open Records Officer

SEAL SEAVISYLVANIA

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:

Jany W. Munin Dat

Date: 3-14-23

Taylor Munoz, Open Records Officer

Exhibit H

Magisterial District Judge 07-2-08



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Regina

Issue Date:

OTN:

Armitage

File Date:

Arresting Agency:

Central Bucks Regional Police

Arrest Date:

Citation No.:

R 3208565-3

Incident No.:

07/26/2021

06/28/2021

Disposition:

Guilty Plea

Disposition Date:

County:

Bucks

Township:

Chalfont Borough

Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date

Processing Status

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

Participant Type

Participant Name

Defendant

Aptive Environmental, Bensalem, PA

Arresting Officer

Maloney, Kyle T.

CASE PARTICIPANTS

Charge

Description

Offense Dt.

Permit required for door-to-door solicitations

Disposition

1 LO § 289-2 §§ a

06/01/2021

Guilty Plea.

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date 07/26/2021

Was Defendant Present?

Yes

Offense Seq./Description

1 Permit required for door-to-door solicitations

Offense Disposition

Guilty Plea

MDJS 1200 Printed: 10/04/2022 10:09 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 07-2-08



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

Non-Traffic Docket



Commonwealth of Pennsylvania v. Aptive Environmental

Page 2 of 2

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07/26/2021	Order Imposing Se	entence Printed	Magisterial	District Court 07-2-08	Aptive Env	rironmental, Defend	ant	
07/26/2021	Summons Cancell	ed	. Magisterial	District Court 07-2-08	Aptive Env	ironmental, Defend	ant	
.07/26/2021	Guilty Plea		Magisterial I	District Judge Regina	Aptive Env	ironmental, Defend	ant	
			Armitage					
07/19/2021	Summons Issued		Magisterial I	Magisterial District Court 07-2-08		Aptive Environmental, Defendant		
07/19/2021	Certified Summons	s Issued	Magisterial I	Magisterial District Court 07-2-08		Aptive Environmental, Defendant		
06/30/2021	Summons Issued		Magisterial I	Magisterial District Court 07-2-08		Aptive Environmental, Defendant		
06/30/2021	First Class Summo	ons Issued	Magisterial I	Magisterial District Court 07-2-08		Aptive Environmental, Defendant		
06/28/2021	Non-Traffic Citation	n Filed	Magisterial I	District Court 07-2-08				
			PAYMENT PL	AN SUMMARY		L (1,12/2		
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41. 23-4244 P. W. 150-40-0-1								
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	07/28/2021	07/28/2021 Paymer	nt B	ehrle, Timothy	Remitter		\$250.12	
			CASE FINANCIA	INFORMATION				
Case Balance	\$0.00	Next Payment	Amt:		×			
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₹.			Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	Balance	
Local Ordinar	nce		\$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	
Commonweal	th Cost - HB627 (Act	167 of 1992)	\$9.40	\$0.00	\$0.00	(\$9.40)	\$0.00	
County Court	Cost (Act 204 of 1976	3)	\$34.70	\$0.00	\$0.00	(\$34.70)	\$0.00	
JCPS			\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00	
Judicial Comp	outer Project		\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00	
OAG - JCP			\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00	
	osts (Act 204 of 1976)) .	\$9.40	\$0.00	\$0.00	(\$9.40)	\$0.00	
Postage - Cas			\$0.51	\$0.00	\$0.00	(\$0.51)	\$0.00	
Postage - Cas	se		\$5.86	\$0.00	\$0.00	(\$5.86)	\$0.00	
		4						

MDJS 1200

Page 2 of 2

Printed: 10/04/2022 10:09 am

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Magisterial District Judge 15-3-04



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Albert Michael

Issue Date:

OTN:

lacocca

File Date:

08/02/2019

Arresting Agency:

Kennett Township Police Dept

Arrest Date:

Citation No.:

R 2564421-6

Incident No.:

09/16/2019

Disposition:

Guilty Plea

Disposition Date:

County:

Chester

Township:

Kennett Township

Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date

Processing Status Completed

09/17/2019 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

Participant Type

Participant Name

Defendant

Aptive Environmental

Arresting Officer

Simmons, Elysia M.

CHARGES

Charge

Disposition

1 LO § 160-11

Soliciting a Residence in the Twp that is Listed on

07/17/2019

Guilty Plea

Do Not Solicit Registry

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date

Was Defendant Present?

Yes

Offense Seq./Description

09/16/2019

Offense Disposition

1 Soliciting a Residence in the Twp that is Listed on Do Not

Guilty Plea

Solicit Registry

MDJS 1200 Printed: 10/04/2022 11:43 am

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

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental.

Page 2 of 2

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08/28/2019	Certified Summons	Accepted		Magisterial I	District Court 15-3-04	Aptive Env	ironmental, Defend	ant .
08/26/2019	Summons Issued			Magisterial I	District Court 15-3-04	Aptive Env	ironmental, Defenda	ant
08/26/2019	Certified Summons	Issued		Magisterial I	District Court 15-3-04	Aptive Env	ironmental, Defenda	ant
08/06/2019	Summons Issued			Magisterial [District Court 15-3-04	Aptive Env	ironmental, Defenda	ant
08/06/2019	First Class Summo	ns Issued		Magisterial I	District Court 15-3-04	Aptive Env	ironmental, Defenda	ant
08/02/2019	Non-Traffic Citation	Filed		Magisterial [District Court 15-3-04			
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MDJS 1200

Page 2 of 2

Printed: 10/04/2022 11:43 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Albert Michael

Issue Date:

OTN:

lacocca

File Date:

Arresting Agency:

Kennett Township Police Dept

08/02/2019

Citation No.:

R 2564420-5

Arrest Date:

Disposition:

Incident No.: Disposition Date:

09/16/2019

County:

Guilty Plea Chester

Township:

Kennett Township

Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date

Processing Status

09/17/2019

Completed Case Balance Due

09/16/2019 09/16/2019

09/16/2019

Case Disposed/Penalty Imposed

09/16/2019

Awaiting Sentencing Awaiting Plea

08/02/2019

Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental

Arresting Officer

Simmons, Elysia M.

Charge

Grade

Description

Offense Dt.

Disposition

Soliciting a Residence in the Twp that is Listed on

1 LO § 160-11

07/18/2019

Guilty Plea

Do Not Solicit Registry

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date 09/16/2019

Was Defendant Present?

Yes

Offense Seq./Description

1 Soliciting a Residence in the Twp that is Listed on Do Not

Solicit Registry

Offense Disposition

Guilty Plea

Printed: 10/04/2022 10:08 am MDJS 1200



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 2 of 2

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				Y INFORMATION			
Filed Date	Entry		Filer		Applies To		
09/16/2019	Guilty Plea		Magisterial Michael lac	District Judge Albert	. Aptive En	vironmental, Defend	ant
08/28/2019	Certified Summon	s Accepted		District Court 15-3-04	Aptive En	vironmental, Defend	ant — — —
08/26/2019	Summons Issued		Magisterial	District Court 15-3-04	Aptive En	vironmental, Defend	ant
08/26/2019	Certified Summon	s Issued	Magisterial	District Court 15-3-04	Aptive En	vironmental, Defend	ant — — —
08/06/2019	Summons Issued		Magisterial	District Court 15-3-04	Aptive En	vironmental, Defend	ant — — —
08/06/2019	First Class Summo	ons Issued	Magisterial	District Court 15-3-04	Aptive En	vironmental, Defend	ant — — —
08/02/2019	Non-Traffic Citation	n Filed	. Magisterial	District Court 15-3-04			
			,				
			PAYMENT PL	AN SUMMARY			
Payment Plan	n No.	Payment Plan Fre	eq. Next D	ue Date Active	. Ne	ext Due Amt.	Overdue Amt.
15304-2019-1	P0000641	Single Payment		No		\$0.00	\$0.00
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Payment Plance Case Balance Last Payment Local Ordinar	an History: Payment Dt. 09/17/2019 2: \$0.00 t Amt:	09/17/2019 Paymon	case Financia at Amt: at Due Date: Assessment Amt \$300.00	ecker, Joshua LINFORMATION Adjustment Amt \$0.00	Non-Monetary Payment Amt \$0.00	Payment Amt (\$300.00)	\$788.10 Balance \$0.00
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Case Balance Last Payment Local Ordinar State Court C ATJ CJES	an History: Payment Dt. 09/17/2019 9: \$0.00 t Amt: nce losts (Act 204 of 1976	09/17/2019 Paymen Next Paymen Next Paymen	case Financia at Amt: at Due Date: Assessment Amt \$300.00 \$9.00 \$6.00 \$2.50	Adjustment Amt \$0.00 \$0.00 \$0.00 \$0.00	Non-Monetary Payment Amt \$0.00 \$0.00 \$0.00 \$0.00	Payment Amt (\$300.00) (\$9.00) (\$6.00) (\$2.50)	\$788.10 Balance \$0.00 \$0.00 \$0.00 \$0.00
Case Balance Last Payment Local Ordinar State Court C ATJ CJES Commonweal	an History: Payment Dt. 09/17/2019 2: \$0.00 t Amt: nce losts (Act 204 of 1976	Next Paymen Next Paymen Next Paymen	CASE FINANCIA at Amt: at Due Date: Assessment Amt \$300.00 \$9.00 \$6.00 \$2.50 \$9.00	Adjustment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Non-Monetary Payment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Payment Amt (\$300.00) (\$9.00) (\$6.00) (\$2.50) (\$9.00)	\$788.10 Balance \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Case Balance Last Payment Local Ordinar State Court C ATJ CJES Commonweal County Court	an History: Payment Dt. 09/17/2019 9: \$0.00 t Amt: nce losts (Act 204 of 1976	Next Paymen Next Paymen Next Paymen	CASE FINANCIA at Amt: at Due Date: Assessment Amt \$300.00 \$9.00 \$6.00 \$2.50 \$9.00 \$33.00	Adjustment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Non-Monetary Payment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Payment Amt (\$300.00) (\$9.00) (\$6.00) (\$2.50) (\$9.00) (\$33.00)	\$788.10 Balance \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Case Balance Last Payment Local Ordinar State Court C ATJ CJES Commonweal County Court JCPS	an History: Payment Dt. 09/17/2019 2: \$0.00 t Amt: nce costs (Act 204 of 1976 th Cost - HB627 (Act Cost (Act 204 of 1976	Next Paymen Next Paymen Next Paymen	CASE FINANCIA at Amt: at Due Date: Assessment Amt \$300.00 \$9.00 \$6.00 \$2.50 \$9.00	Adjustment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Non-Monetary Payment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Payment Amt (\$300.00) (\$9.00) (\$6.00) (\$2.50) (\$9.00) (\$33.00) (\$21.25)	\$788.10 Balance \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Case Balance Last Payment Local Ordinar State Court C ATJ CJES Commonweal County Court	an History: Payment Dt. 09/17/2019 2: \$0.00 t Amt: nce costs (Act 204 of 1976 th Cost - HB627 (Act Cost (Act 204 of 1976	Next Paymen Next Paymen Next Paymen	CASE FINANCIA at Amt: at Due Date: Assessment Amt \$300.00 \$9.00 \$6.00 \$2.50 \$9.00 \$33.00 \$21.25	Adjustment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Non-Monetary Payment Amt \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Payment Amt (\$300.00) (\$9.00) (\$6.00) (\$2.50) (\$9.00) (\$33.00)	\$788.10 Balance \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

MDJS 1200

Page 2 of 2

Printed: 10/04/2022 10:08 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned: Magisterial District Judge Regina Issue Date:

Armitage OTN:

Arresting Agency:

Central Bucks Regional Police

File Date:

06/25/2019

Citation No.:

R 2670127-5

Arrest Date:

Disposition:

Guilty Plea

Incident No.: **Disposition Date:**

07/17/2019

County:

Bucks

Township:

Chalfont Borough

Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date

Processing Status

07/18/2019 07/17/2019 Completed Case Balance Due

07/17/2019

Case Disposed/Penalty Imposed

07/17/2019

06/25/2019

Awaiting Sentencing Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant Arresting Officer Aptive Environmental Kutys, Gregory L.

CHARGES

Charge

Grade

Description

Offense Dt.

Disposition

1 LO § 13 §§ 102 A

Solicitation without a permit

06/12/2019

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date 07/17/2019

Was Defendant Present?

Yes

Offense Seq./Description

1 Solicitation without a permit

Offense Disposition

Guilty Plea

Printed: 10/04/2022 10:09 am MDJS 1200



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

Non-Monetary

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 2 of 2

		DOCKET ENTRY INFORMATION	
Filed Date	Entry	<u>Filer</u>	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	Aptive Environmental, Defendant
		Armitage	
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:

	•				
20.5	Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	<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

MDJS 1200

Page 2 of 2

Printed: 10/04/2022 10:09 am



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





Commonwealth of Pennsylvania .

Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Maurice H.

Issue Date:

OTN:

Saylor

File Date:

04/26/2022

Arresting Agency:

Upper Pottsgrove Police Dept

Arrest Date:

Citation No .:

R 2964470-5

Incident No.:

10/11/2022

Disposition:

Guilty Plea Montgomery Disposition Date: Township:

Upper Pottsgrove Township

County: Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date

Processing Status

10/11/2022 10/11/2022 Completed Case Balance Due

10/11/2022

Case Disposed/Penalty Imposed

10/11/2022

Awaiting Sentencing Awaiting Plea

10/11/2022 04/26/2022

Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental LLC

Arresting Officer

Guldin, Bradley C.

Charge

Description

Offense Dt.

Peddling & Soliciting-License Required

Disposition

1 LO § 240 §§ 1

04/25/2022

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date 10/11/2022

Was Defendant Present?

No

Offense Seq./Description

1 Peddling & Soliciting- License Required

Offense Disposition

Guilty Plea

MDJS 1200

Printed: 10/17/2022 9:41 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania v. Aptive Environmental LLC

Page 2 of 2

Filed Date	Entry	<u>Filer</u>	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:

		*	Non-Monetary		
W W	Assessment Amt	Adjustment Amt	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

MDJS 1200 Page 2 of 2 Printed: 10/17/2022 9:41 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Maurice H.

Issue Date:

OTN:

Saylor

File Date:

05/18/2022

Arresting Agency:

Upper Pottsgrove Police Dept

Arrest Date:

Township:

Citation No.:

R 3409004-4

Incident No.:

10/11/2022

Disposition:

Guilty Plea Montgomery

Disposition Date:

Upper Pottsgrove Township

County: Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date 10/11/2022 Processing Status
Completed

10/11/2022

Case Balance Due

10/11/2022 10/11/2022

Case Disposed/Penalty Imposed

10/11/2022

Awaiting Sentencing

10/11/2022

Awaiting Plea

05/18/2022

Awaiting Plea Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental LLC

Arresting Officer

Guldin, Bradley C.

CHARGES

Charge

Grade |

Description

Offense Dt.

Disposition

1 LO § 240 §§ 1

C

Peddling & Soliciting- License Required

04/26/2022

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date

Was Defendant Present?
No

Offense Seq./Description

10/11/2022

1 Peddling & Soliciting-License Required

Offense Disposition
Guilty Plea

Printed: 10/17/2022 9:40 am

MDJS 1200



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

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental LLC

Page 2 of 2

	70.000	DOCKET ENTRY INFORMATION	
Filed Date	<u>Entry</u>	Filer	Applies To
10/11/2022	Guilty Plea	Magisterial District Judge Maurice H.	Aptive Environmental LLC, Defendant
	<u>. </u>	Saylor	
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:

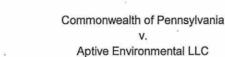
			Non-Monetary			
w.	Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	. <u>Ba</u>	alance
Local Ordinance	\$600.00	\$0.00	\$0.00	(\$600.00)		\$0.00
Postage - Case	\$0.58	\$0.00	\$0.00	(\$0.58)		\$0.00
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)		\$0.00
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)		\$0.00
Commonwealth 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)	i i	\$0.00
Constable Education Training Act	\$5.00	\$0.00	\$0.00	(\$5.00)	1	\$0.00
Miscellaneous Issuances	\$19.00	\$0.00	\$0.00	(\$19.00)	(a)	\$0.00
Server Fee	\$33.35	\$0.00	\$0.00	(\$33.35)		\$0.00

MDJS 1200 Page 2 of 2 Printed: 10/17/2022 9:40 am



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

Non-Traffic Docket



Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Maurice H.

Issue Date:

Savlor

OTN:

File Date:

05/18/2022

Arresting Agency:

Upper Pottsgrove Police Dept

Arrest Date:

Citation No .:

R 3409005-5

Incident No.: Disposition Date:

10/11/2022

Disposition:

Guilty Plea Montgomery

Township:

Upper Pottsgrove Township

County: Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date 10/11/2022

Processing Status Completed

10/11/2022

Case Balance Due

10/11/2022

Case Disposed/Penalty Imposed

10/11/2022 10/11/2022 Awaiting Sentencing

05/18/2022

Awaiting Plea Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental LLC

Arresting Officer

Guldin, Bradley C.

Charge

Grade

Description

Offense Dt.

Disposition

1 LO § 240 §§ 1

Peddling & Soliciting-License Required

04/26/2022

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date 10/11/2022

Was Defendant Present? No

Offense Seq./Description

1 Peddling & Soliciting- License Required

Offense Disposition

Guilty Plea

MDJS 1200 Printed: 10/17/2022 9:39 am

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.	Aptive Environmental LLC, Defendant
		Saylor	
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:

			TVOIT-WOTICIALY	*	
	Assessment Amt	Adjustment Amt	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
NX.					,

MDJS 1200

Page 2 of 2

Printed: 10/17/2022 9:39 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental LLC

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Maurice H.

Issue Date:

OTN:

Saylor

File Date:

07/19/2022

Arresting Agency:

Upper Pottsgrove Police Dept

Citation No.:

R 3409017-3

Arrest Date: Incident No.:

Disposition:

Disposition Date:

10/11/2022

Guilty Plea Montgomery

Township:

Upper Pottsgrove Township

County: Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date 10/11/2022

Processing Status

Completed

10/11/2022

Case Balance Due

10/11/2022 10/11/2022 Case Disposed/Penalty Imposed

10/11/2022

Awaiting Sentencing

07/19/2022

Awaiting Plea Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental LLC

Arresting Officer

Guldin, Bradley C.

CHARGES

Charge

Offense Dt.

No

Disposition

1 LO § 240 §§ 1

Peddling & Soliciting-License Required

07/18/2022

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

MDJS 1200

Disposition Date

Was Defendant Present?

10/11/2022

Offense Seq./Description

Offense Disposition

1 Peddling & Soliciting- License Required

Guilty Plea

Printed: 10/17/2022 9:37 am

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

Case Balance: \$0.00 Next Payment Amt:

Last Payment Amt: Next Payment Due Date:

			Non-Monetary		
	Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	<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

MDJS 1200 Printed: 10/17/2022 9:37 am



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

Non-Traffic Docket



Page 1 of 2

CASE INFORMATION

Magisterial District Judge Maurice H.

Saylor

Upper Pottsgrove Police Dept

File Date:

Issue Date:

07/19/2022

Arresting Agency: Citation No.:

Judge Assigned:

R 2964492-6

Arrest Date:

Incident No.: Disposition Date:

10/11/2022

Disposition:

OTN:

Guilty Plea Montgomery

Township:

Upper Pottsgrove Township

County: Case Status:

Closed

STATUS INFORMATION

Case Status

Status Date

Processing Status Completed

Closed 10/11/2022 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

Participant Type

Participant Name

Defendant

Aptive Environmental LLC

Arresting Officer

Morgan, Brock J.

CHARGES

Charge

Grade

Offense Dt.

Disposition

1 LO § 240 §§ 1

Peddling & Soliciting-License Required

07/18/2022

Guilty Plea

DISPOSITION / SENTENCING DETAILS

Case Disposition **Guilty Plea**

Disposition Date

Was Defendant Present? No

Offense Seq./Description 1 Peddling & Soliciting-License Required 10/11/2022

Offense Disposition

Guilty Plea

Printed: 10/17/2022 9:36 am MDJS 1200



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

Non-Traffic Docket



Commonwealth of Pennsylvania v. Aptive Environmental LLC

Page 2 of 2

Filed Date	Foto	DOCKET ENTRY INFORMATION	Applies To
10/11/2022	Entry Guilty Plea	<u>Filer</u> Magisterial District Judge Maurice H. Saylor	Applies To 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:

					Non-Monetary		
		Assessment Amt	Adjus	tment Amt	Payment Amt	Payment Amt	<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)	\$9.45		\$0.00	\$0.00	(\$9.45)	\$0.00
County Court Cost (Act 204 of 1976	6)	\$35.10		\$0.00	\$0.00	(\$35.10)	\$0.00
JCPS	100	\$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	5)	\$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

MDJS 1200

Page 2 of 2

Printed: 10/17/2022 9:36 am

Exhibit I

Salles D	COMMONWEA	LTH OF PENN	SYLVANIA	CITA	ON NOITA
132	NON-TRA	FFIC CITA	RIONT	3208	3565-3
1. Magisterial District Number () 7 - 3 - 0 % 4. Address of Magisterial Ostrict Office	2. Doisy Myster	164-21	3. Social Sec.	wity Number	1 D. State
162 Town center	r New Britain	PA 16401	C. CATYON & TRUTTON		□PA
Aprive	Environ menta	1 Icm	•	-	TA THE RESIDENCE PROPERTY.
3448 Probres D	r Bensovem f	A 19000		* **	
(i) 🗆 Native American (u) 🗇	Hispanic Unknown (F) I Fem		(R) Resident Status (R) Res (N) Non (U) Unk	dent Resident nown	Case Instituted by (O) On-View Arrest (C) Citation/Summons
16. SUVENILE 16. Parente Notified 16. f	Parent's Name		Trans.	17. Dela No	lifted 16, Time
Disorderly Conduct Harassment Retail Theft Other	☐ Criminal Trespass ☐ Public Drunkenness ☐ Purchase, Consumption		Rubbish Insportation of Liqu	Criminal Mi	
Nd DROSEN Shall	middle or	Solicit 21. P.	. Code	22 CRIMES	CAL OF .
business of	native .	shetever or	collect	23. RECINST 289-2	24. SUB SEC.
	TALL EPONICE	inc class	Collect	25, FINE	MARA
and fulls ter	any jero	Of LADON	7.	26. CUSYN	20000
5				27. J.C.PJATJ. IC.J.EA/O.A.G.	\$ 40.25
WILL SEE STREET, S	29.	30.	Necuested	28. TOTAL DUE	\$
31. Date 32. Time 35. D		nt		401	36, Zone
17 Hell ben N.	e dulfant pa	1 स्थाप	Ber 14	e e esta a tare	39. County Code
X PICASE MAI			6/241	21 North	d 42.
43. I verify if at the facts set forth in this station of the Crimes Code (18 Pa.C.S. § 4904)	are true to the best of my incoving relating to unsworn inhibitions in a	e, information and ballef. This uthorities. I certify this filing or	e verification is made at omplies with the WS C OGE NUMBER		ities of Section 4904 da Access Policy. ORI NUMBER
OFFICER'S SUMATURE	w	bank.	502	PAO	96300
57 W. COURT ST.	Obylestown P	A 1890			
45. Offenes Code 48. Property Reco		Code 48.	fall Fleiport Affer	Non LCE	Incident No.
51. Victim's Name		52. Date of Birth (NA)		54. Race/Eth	idly
55. Victim's Address (Street-City-State-Zip Code)			58, Phone	Humber
57. Confidential Information Section			Thursday, 1		
			- In Coste	****	- Alleria
64 F		80-2-10			
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in chalfort Bo	arough beith	ANY SOLDANDE	Y 202 0	ermit	
				7-44	
	1	TOTIAL	N R	3208	3565-3

		-	200
MAIL	IN	PL	.EA

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 - Z - LO (Signature) 80 - Z - LO

2021 JUL 26 PM 2.38

BECEINED

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: 07/19/2021 9:07:38AM



COMMONWEALTH OF PENNSYLVANIA COUNTY OF BUCKS



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

File Copy

Commonwealth of Pennsylvania
v.
Aptive Environmental

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-0	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.
- 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

annan anna mente in vitte - Hela I macedell

Signature

July 28, 2021

Date

Date

Magisterial District Judge Regina Armitage



Politica P	COMMONWEALTH C	OF PENNSYLVANIA	CITA	TION NO.
THE STATE OF THE S	NON-TRAFFIC	Karaman and the same and the same	2670	127 -5
1. Magisterial District Number 07 - 3 - 08	NT-188-	2019 500	Durity Number	Labale 1
962 Town Center	, New Britain P	A (990) 8. Ortrer's Number	Import and the second	d. Siale □ PA
7. Defendant's Name - First ApHVB	Environmental	Last	t	
a. Defendant a Address (Street Enj Enja 215 Code 2650 Eisen!	nover Ave A	103, Nerriston	un, PA	19403
(A)	slan (M) (M) Male	Date of Birth 12. Readont Statu (MM/DD/YY) (R) □ Re. (N) □ No. (U) □ Uni.	sident (n-Resident	(C) On-View Arrest (C) O Citation/Summons
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19. Crawpe Disorderly Conduct Harassment Disorderly Conduct Disorder	Public Drunkenness	Scattering Rubbish	Criminal Mis	ENCAPA
20. Natura of Offices - A A A	without a	21. Pa. Code	22. CAWES C	OR
valle permit	in Charant Bo	roveh	CAD 13	102 A
1200			25. FINE 26. COST8	25,00
1	- Las de Managaria de Paris, de la companya del companya del companya de la compa		27. JCPJATJ KJEAKAG.	
			28. TOTAL	\$ 40.25
a a la vita di di	LETTery Service	Lab Services Requested	DUE	\$
6/12/19 19:19 Wes	lock, Challent	Borough	408	38. Zone 2 38. County Code
5 Jana Circle	Chaltert, PA	18914 But	and the same of th	09
40. Defendente Signature - Acknowledges Pecelot X Please - Mail C	Sut	6/22/	4 Pred	Filed on Info, received
43. I verify that the facts but forth in this citation are of the Crimes Code (18 Pa.C.S. § 4904) rate OFFICER'S SIGNATURE	ting to unsworn falsification to authorities. I	entify the filing complies with the US of BADGE NUMBER	Case Records Publi	G Access Policy. ORI NUMBER
H. Blike Ashya		118	1009	6300
45. Offense Code - 19 1461 Property Record N	6. 47. Eystetu Gode	95/0WN, PA 1	84.01	acident No.
51. Victorija Nagye	[62 D	I Initial Report Alle also of Birth (MM/7DD7YY) [53, Sex	solon LCE 20	190612M1014
85. Victim's Address (Shigh-Ligh-State Zip Code)	A. : 4020		56. Phone N	fumber
4 3000 3	(A)	· · · · · · · · · · · · · · · · · · ·		
\$ 1,00 Events		-		
13 10	07-2-08	10		
58. Remarka/Subpoens Usi	molevees wer	e solicitino	for	Aprile
without a va	Modil Woefix AMIS	Chalfort	Boro	ugh
		ret · · · ·		
	CENED	R2	2670	127 -5
-		CONTRACTOR OF THE PARTY OF THE	66. Supv. Init.	BAOQU 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

I PLEAD NOT GUILTY

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.

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



FREE INTERPRETER
www.pacourts.us/language-rights
215-348-6057

DOCKET TRANSCRIPT

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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 3

CASE INFORMATION

Magisterial District Judge Albert Michael

Issue Date:

lacocca

Arresting Agency:

Kennett Township Police Dept

File Date:

08/02/2019

Citation No.:

Judge Assigned:

R 2564421-6

Arrest Date:

Disposition:

Guilty Plea

Incident No.: Disposition Date:

09/16/2019

County:

OTN:

Chester

Township:

Kennett Township

Case Status:

Closed

STATUS INFORMATION

Case Status

Closed

Status Date 09/17/2019 **Processing Status** Completed

09/16/2019

Case Balance Due

09/16/2019

Case Disposed/Penalty Imposed

09/16/2019

Awaiting Sentencing

09/16/2019 08/02/2019 Awaiting Plea Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

OTN/LOTN

Docket Number

Was Sworn In? Has Testified?

Defendant

Aptive Environmental

Prosecution

Commonwealth of Pennsylvania

Remitter

Decker, Joshua

Arresting Officer

Simmons, Elysia M.

Charge

Grade Description

Offense Dt. Disposition

1 LO § 160-11

Soliciting a Residence in the Twp that is Listed on

07/17/2019 Guilty Plea

Do Not Solicit Registry

DISPOSITION / SENTENCING DETAILS

Case Disposition

Guilty Plea

Disposition Date

09/16/2019

Was Defendant Present?

Yes

Offense Seg./Description

Offense Disposition

1 Soliciting a Residence in the Twp that is Listed on Do Not

Guilty Plea

Solicit Registry

Printed: 10/04/2022 11:55 am MDJS 1200



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

Non-Traffic Docket



Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 3

		KET ENTRY INFORMATION	Applies To
Filed Date 09/17/2019	Entry Penalty Satisfied	Filer Magisterial District Court 15-3-04	Applies To Aptive Environmental, Defendant
09/17/2019	Notice of Impending Warrant Cancelled	Magisterial District Court 15-3-04	Aptive Environmental, Defendant
	Reason; ePayment		, ,
	Reason Date: Sep 16 2019		*
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	
		MENT PLAN SUMMARY	
Payment Plan		Next Due Date Active	Next Due Amt. Overdue Amt.
15304-2019-F	P0000641 Single Payment	No	\$0.00 \$0.00
Responsible I Aptive Environ			
Payment Plan	History: Payment Dt. Applied Dt. Transaction Ty	pe Payor	Participant Role Amount
	09/17/2019 09/17/2019 Payment	Decker, Joshua	Remitter \$788.10
18			¥

MDJS 1200

Page 2 of 3

Printed: 10/04/2022 11:55 am

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:

			Non-Monetary	*	
	Assessment Amt	Adjustment Amt	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)	\$9.00	\$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
Postagé - Case	\$5.60	\$0.00	\$0.00	(\$5.60)	\$0.00

October 04, 2022

Date

Magisterial District Judge Iacocca



				Sections.	
	OMMONWEALT				TION NO.
	NON-TRAF	FIC CITAT			4421- 6
1. Magisterial District Number 15-3-	04 2. Docket Number	-227-1	1 1 1	inity thumber	ELL
4. Address of Magisterial District Office 916 W.CYPRESS ST., K	ENNETT, SQ, PA	19348	Driver's Number		6. State
7. Defendant's Name . Flative En	ironme	ntal			
8. Delendant's Address (Street City, State-Zip Code) 2030 EISEPHO	wer Ave	# A103, 7	Troope	r Pa	19403
B, Recerebhacky (W)	wn (F) Temale	11:Date of Blub (MM/DD/YY)	(R) C Resident Status (R) C Resident (N) C Non- (U) C Unite	dent Resident	Case Instituted by (O) On-View Arrest (C) Citation/Summons Thed (8. Time
18. Chayse Disorderly Conduct Harassment P	riminal Trespass ublic Drunkenness urchase, Consumption,	☐ Thef(of Servic ☐ Scattering Rub Possession or Transp	blsh	Criminal Mis	
20. Newfood gligner Environmen	tel disio	auded 1	ode	22. () CRIMES (DIANCE
the township or	dinance	u solicit	tinga	23. SEPTION	SUB SEC.
Residence in i	the townst	rip that	-15	25. FINE	300 00
listed on the		solicit		26. COST8	5100
Registry				CJEA/OAG.	\$ 40.25
	29.	30. ☐ Lab Senices Requ		DUE S	\$391,25
1/1/1/19 1439 Wed	34. Cliy Typ. Boro Ken	nett	- 1	220	36. Zons 62
201 Falcola DRIVE		quan Bay	CHES.	TER	39. County Code 15
p. Defendant's Signature - Acknowledges Receipt of Gill X /SSULO — Max			1/24/1	9 Presid	42. Filed on Irdo, received
3. I verify, that the fects and forth in this citation are true of the Chimes Code 210 Pac. S. \$ \$ \$003) relating to OFFICER'S SIGNATURE	* care and the care	ormation and bettef. This verifies. I certify this (Ring complete) BADGE	dication is made out tes with the UJS Ca E NUMBER	1 -	les of Section 4904 c Access Policy. ORI NUMBER 40156500
801 BURROWS RUN RD., CI					
5. Olisase Code 45. Property Record No.	47. Syslems Code	48. □ MV LIB	49.		ickleni No.
Commonwealt	the JPA	62. Date of Birth (NM/OD)		54. Race/Ethnic	city
5. Victira's Address (Street-City-State-Zip Code)				68. Phone N	Inupel
. Confidential Information Section			1, 1 - 4	1	•
	• .	.;·.		***	· .
I. Remarks/Subpoena Ust	DISTRICT COUR	T: (610) 444-6	330	. ; .,	1
	vr 11/11/10	1 6.1	4 16		; ; ;
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•	. <u>03</u> 843.	CKIN		77	1857
OPC 407-95 (Rev. 04/2018)	MAGISTERIAL	DISTRICT JUI	DGE	0	

CERTIFICATION OF DISPOSITION

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

	SEI	NTENCE		
Ti				300
Fine			\$	51
J.C.P./A.T.J./C.J.E.A				40.25
Restitution				10.40
				9125
Total Date of Adjudication		*****************	9/1620	19
Committed to			up.	aux
Number of Days		1	/	1
\$	Pald in Full			0
	Installment David	annia Allawad (Culsi	ant to	
		nents Allowed (Subj he Magisterial Distri		
		ne magisterial distri	ci Juuge) .	
β	Per Installment	* .	*	1
The state of the s	Date F	Final Payment Must	be Made	
	III			
intoynation contained	hereon is the and	correct and I have affi	ixed the seal of r	nv office.
E S MET	19311	\	A	
1 3 4	5.] [] [[WIT ILL	H	
A STATE OF THE PARTY OF THE PAR		Sevol (an	<u>/</u>	
Se galo	Signatural of Ma	gisterial District Jud	ge	

Magisterial District Number

UNITACH 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

I PLEAD NOT GUILTY

(Signature)

I PLEAD GUILTY

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.

Printed: 08/26/2019 9:53:16AM MDJS 617



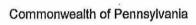
FREE INTERPRETER

www.pacourts.us/language-rights
610-344-6170



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

Non-Traffic Docket



Aptive Environmental

Page 1 of 3

Judge Assigned;

Magisterial District Judge Albert Michael

Issue Date:

CASE INFORMATION

OTN:

lacocca

File Date:

08/02/2019

Arresting Agency:

Kennett Township Police Dept

Arrest Date:

Citation No.:

R 2564420-5

Incident No.:

09/16/2019

Disposition:

Guilty Plea

Disposition Date: Township:

Kennett Township

County: Case Status: Chester Closed

STATUS INFORMATION

Case Status Closed

Status Date 09/17/2019

Processing Status

09/16/2019

Completed Case Balance Due

09/16/2019

Case Disposed/Penalty Imposed

09/16/2019

Awaiting Sentencing

09/16/2019 08/02/2019

Awaiting Plea Awaiting Plea

CASE PARTICIPANTS

Participant Type

OTN/LOTN

Docket Number

Was Sworn In? Has Testified?

Defendant

Aptive Environmental

Prosecution

Commonwealth of Pennsylvania

Remitter Arresting Officer

Decker, Joshua Simmons, Elysia M.

Charge

Grade Description

Offense Dt. Disposition

1 LO § 160-11

Soliciting a Residence in the Twp that is Listed on

07/18/2019 Guilty Plea

Do Not Solicit Registry

DISPOSITION / SENTENCING DETAILS

Case Disposition **Guilty Plea**

Disposition Date 09/16/2019

Was Defendant Present?

Yes

Offense Sea./Description

Offense Disposition

1 Soliciting a Residence in the Twp that is Listed on Do Not

Guilty Plea

Solicit Registry

Printed: 10/04/2022 11:47 am

MDJS 1200

DOCKET TRANSCRIPT

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

Non-Traffic Docket



Commonwealth of Pennsylvania v. Aptive Environmental

Page 2 of 3

	The state of the s	rene near or exercises		CONTRACTOR DE LA CONTRA			
		KET ENTRY INFORM	ATION				
Filed Date 09/17/2019	Entry Penalty Satisfied	Filer Magisterial District Cou	nd 15-3-04	Applies To Aptive Environmental,	Defendant		
09/17/2019	Notice of Impending Warrant Cancelled	Magisterial District Cou		Aptive Environmental,			
03/1/12013	Reason: ePayment	Magisterial District Cot	ait 15-5-04	Aptive Literationinomal,			
	Reason Date: Sep 16 2019)	*				
09/17/2019	Notice of Impending Warrant Scheduled	Magisterial District Cou	urt 15-3-04	Aptive Environmental,	Defendant		
09/16/2019	Penalty Assessed	Magisterial District Cou	urt 15-3-04	Aptive Environmental,	Defendant		
09/16/2019	Order - Sentence/Penalty Imposed	Magisterial District Jud Michael Iacocca	ge Albert	Aptive Environmental,	Defendant		
09/16/2019	Guilty Plea	Magisterial District Jud Michael Iacocca	ge Albert	Aptive Environmental,	Defendant		
09/16/2019	Bench Warrant Cancelled	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant		
09/16/2019	Bench Warrant Issued	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant ·		
09/16/2019	Bench Warrant Printed	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant		
09/10/2019	Bench Warrant Scheduled	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant		
08/28/2019	Certified Summons Accepted	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant		
08/26/2019	Summons Issued	Magisterial District Cou	ırt 15-3-04	Aptive Environmental,	Defendant		
08/26/2019	Certified Summons Issued	Magisterial District Cou	rt 15-3-04	Aptive Environmental,	Defendant .		
08/22/2019	Certified Summons Scheduled	Magisterial District Cou	rt 15-3-04	Aptive Environmental,			
08/06/2019	Summons Issued	Magisterial District Cou	nt 15-3-04	Aptive Environmental,	Defendant		
08/06/2019	First Class Summons Issued	Magisterial District Cou		Aptive Environmental,	Defendant		
08/02/2019	Non-Traffic Citation Filed	Magisterial District Cou	rt 15-3-04				
	*						
	PAY	MENT PLAN SUMMA	RY				
Payment Plan 15304-2019-		Next Due Date	<u>Active</u> No	Next Due Amt. \$0.00	Overdue Amt. \$0.00		
Responsible Participant Aptive Environmental							
Payment Plan	History: Payment Dt, Applied Dt. Transaction Typ	pe Payor		Participant Role	Amount		
	09/17/2019 09/17/2019 Payment	Decker, Joshua		Remitter	\$788.10		
14 596	1			%			
	*			W.			
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MDJS 1200

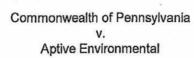
Page 2 of 3

Printed: 10/04/2022 11:47 am

DOCKET TRANSCRIPT

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

Non-Traffic Docket



Page 3 of 3

CASE FINANCIAL INFORMATION

Case Balance:

\$ 0.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

			Non-Monetary			
	Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt]	<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)	18	\$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 lacocca



South .		EALTH OF PENN			TION NO.	E.
	NON-TR	AFFIC CITA	ALION B	2564	4420	- 5
1, Magfaleriai District Number	15-3-04 Dockel Numb	T. 228-	3, Social Securi	y Number		
4. Address of Magisterial District Office 916 W.CYPRES	SS ST., KENNETT, S	IQ. PA 19348	5. Driver's Number	n	B. State	
7. Defendant's Nago - Figur Aprile	Environ	rentalian	S S			
8. Defendant's Address (Sweet-City-Blots	enhower i	Avenue, #	ALOS T	Frage	1 Pa 19	140
(B) Dlack (H) (I) Native American (U) 14. JUVERNUE 16, Parents Notred DYES DYES	☐ Asian (M) ☐ M ☐ Hispanic (M) ☐ M	ale [MM/DD/YY]	(R) Pesidon Status (R) Resid (N) Non-F	ent (O lesident (O	See Instituted by On-View Ar Citation/Sur ed 18. Time	
16. Charge Disorderly Conduct Harassment Retail Theft Other		☐ Theft of Ser s ☐ Scattering F ption, Possession or Tre	łubbish	Criminal Misc or or Mall or E		ges
Aprive Envir	unnextal d	isregarded."	. 2	CRIMES CO	MAN	ICE
the townshi	p brilinane	chy stre	ilingall	00-11	. GUB BEQ.	
Recidence	in the town	isting the	r5.	i. FINE	300°	۰.
Usted m	the do h	st Solice	<i>t</i>	, costs	51	Q O
registry.	9 " "	(60)		J.C.P./A.T.J. J.E.A./O.A.G.	\$ 40.2	5
	29.	30.		TOTAL \$	391.	25
31. Dato 18/19 1837	77HURS 31. CHYTWP, BOYO	rott Ton	inship	220	62	
107 Whitney	Drive, Arondo	Le Pa 19311	SB. Couldy CHES	TER	9. County Code 15	
x Issued	- Mailed	YET .	41. Dale 7.29.2418	Z Fied	42. Filiad on Inlo. rece	ilred
43. I varify that the lacts set lorth in the che of the Crimes Code (18 Pe 9.8. § 6 OFFICER'S SIGNATURE	ation are true to the best of my knowl 909) relating to unsworn falsification in MAMOM	edge, information and batef. This o authorities, I cently this fiting of BAI	e verilication is made subjection is made subjection in the tus Case DGE NUMBER	. 01	s of Section 4904 Access Policy, RI NUMBER	
801 BURROWS RUN	BD CHANDS FOR	ID DA 10317		L		
45. Offense Code 48. Property P		ns Code . 48.	49.	60. Incl	dent No.	
51. Yicim's Name	1. 11 PA	52. Date of Birth (MM /	Allendor Allendor DD/YY) 63. Sex	n LCE 64. Race/Ethnicity	у	
55. Victim's Address (Street-City-State-Zip)	N - 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1		ll	58. Phone Nur	mber	
57. Confidential Information Section			<u>. 5</u>	<u> </u>		
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8)		<u> </u>		. <u> </u>		ĵ.
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MAGISTERIAL DISTRICT JUDGE

AOPC 407-95 (Rev. 04/2018)

CERTIFICATION OF DISPOSITION

SENTENCE	
Fine\$ —	300
Costs\$ =	51
J.C.P./A.T.J./C.J.E.A./O.A.G\$	
Restitution \$	
Total	3912
Date of Adjudication	20/9
Committed to	-
Number of Days	up a
\$Pald in Full	. (
Installment Payments Allowed (Subject to	
modification by the triangletonial plants (dage,	
Ber Installment	
20 Dale Final Payment Must be Made	
infolkers contained berein a thin and correct and I have affixed the seal	of my office.
	,,
Modification by the Magisterial District Judge) Per Installment Date Final Payment Must be Made per Installment Date Final Payment Must be Made Signaluse of Magisterial District Judge	
Signature of Magisterial District Judge	
15304	

Magisterial District Number

un the issuance of a warrant for your arrest. Your check or money order shall be made, Jak. (DETACH HERE) MAIL IN PLEA - An-ty-ci - Italies Iva MDJ-15-3-04.

specified above will result in a guilty plea being recorded.)

Docket No: MJ-15304-NT-0000228-2019 Citation 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 Citation No: R 2564420-5 Defendant Aptive Environmental

I PLEAD NOT GUILTY

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.

Printed: 08/26/2019 9:53:33AM

FREE INTERPRETER
www.pacourts.us/language-rights
610-344-6170

Exhibit J



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

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> 05/16/2022

Arresting Agency: Peters Township Police Dept Arrest Date:

<u>Citation No.:</u> R 3105918-4 <u>Incident No.:</u>
Disposition: <u>Disposition Date:</u>

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 Applies To Magisterial District Court 27-3-01 06/13/2022 Certified Summons Accepted 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 Magisterial District Court 27-3-01 Summons Issued Aptive Environmental, Defendant 05/16/2022 Magisterial District Court 27-3-01 Aptive Environmental, Defendant First Class Summons Issued 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>

Non-Monetary

Assessment Amt Adjustment Amt Payment Amt Payment Amt **Balance** \$8.00 \$0.00 \$0.00 \$0.00 \$8.00. Postage - Case \$19.00 \$0.00 \$0.00 \$0.00 \$19.00 Miscellaneous Issuances

MDJS 1200 Printed: 10/17/2022 9:26 am



Docket Number: MJ-32124-NT-0000042-2022

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 1

CASE INFORMATION

Judge Assigned:

Robert M. D'Agostino

Issue Date:

File Date:

06/21/2022

Arresting Agency:

Marple Township Police Dept

Arrest Date:

R 3170311-4

Incident No.:

Citation No.: Disposition:

OTN:

Disposition Date:

County:

Township:

Marple Township

Case Status:

Delaware Inactive

STATUS INFORMATION

Case Status

Inactive

Status Date

Processing Status

06/21/2022

Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant

Aptive Environmental

Arresting Officer

Sexton, Patrick J.

CNLHD	ಪರಧ	500,000	93.55	1000		100,000	
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1 LO § 200 §§ 2

Offense Dt.

Disposition

S

Soliciting without required registration

06/07/2022

DOCKET ENTRY INFORMATION							
Filed Date	Entry	<u>Filer</u>	Applies To				
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					
			PRINCIPAL STORY AND ADDRESS OF THE PRINCIPAL P				

CASE FINANCIAL INFORMATION

Case Balance:

\$58.53

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

	140	2		Non-Monetary		
		Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	<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



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

David H. Lang

Issue Date:

OTN:

File Date:

06/14/2022

Arresting Agency:

Marple Township Police Dept

Arrest Date:

Citation No.:

R 3170312-5

Incident No.: Disposition Date: 2200197245

Disposition:

Delaware

Township:

Marple Township

Case Status:

County:

Inactive

STATUS INFORMATION

Case Status

Status Date

Processing Status

Inactive

06/14/2022

Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name Aptive Environmental

Defendant Arresting Officer

Rush, Michael

CHARGES

Disposition Offense Dt.

1 LO § 200 §§ 2

Soliciting without required registration

06/09/2022

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

DOCKET ENTRY INFORMATION

Printed: 10/17/2022 9:34 am **MDJS 1200**



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

Non-Traffic Docket

\$0.00

\$0.00

\$0.00



Server Fee - Unassigned Server Constable Education Training Act

Miscellaneous Issuances

Commonwealth of Pennsylvania
v.
Aptive Environmental

Page 2 of 2

\$0.58 \$6.61

\$27.50

\$5.00

\$19.00

CASE FINANCIAL INFORMATION

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Case Balance:	\$58.69	Next Payment Amt:			
Last Payment Amt:	-	Next Payment Due Date:			
			*	Non-Monetary	
ν.		Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt
Postage - Case		\$0.58	\$0.00	\$0.00	\$0.00
Postage - Case		\$6.61	\$0.00	\$0.00	\$0.00

\$27.50

\$5.00

\$19.00



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

Phillippe Melograne

Issue Date:

OTN:

Arresting Agency:

Peters Township Police Dept

File Date:

06/21/2022

Citation No.:

R 3105977-0

Arrest Date:

2022002510

Disposition:

Incident No.: **Disposition Date:**

Washington

Township:

Peters Township

Case Status:

County:

Closed

STATUS INFORMATION

Case Status

Status Date

Processing Status

Closed 07/15/2022

Completed

07/15/2022

Case Balance Due

06/21/2022

Awaiting Plea

CASE PARTICIPANTS

Participant Name

Defendant

Aptive Environmental

Arresting Officer

Merrick, Nicole L.

Charge

Description

Offense Dt.

Disposition

1 LO § 304 §§ 1

Transient Merchant

06/18/2022

		DO	CKET ENTRY INFORMATION	
Filed Date	Entry	M 1000 PAPSES ANTENNA CHARLES AND CO.	Filer	Applies To
07/15/2022	Disposition Cancelled	6.	Magisterial District Judge David W.	Aptive Environmental, Defendant
		<u> </u>	Mark	
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	

MDJS 1200 Printed: 10/17/2022 9:05 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania Aptive Environmental

Page 2 of 2

CASE FINANCIAL INFORMATION

Case Balance:

\$8.00

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

Non-Monetary

Assessment Amt

Payment Amt

Balance

Postage - Case

\$8.00

\$0.00

\$0.00

\$0.00

\$8.00

MDJS 1200

Page 2 of 2

Printed: 10/17/2022 9:05 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 1

CASE INFORMATION Judge Assigned: Phillippe Melograne Issue Date: 06/21/2022 OTN: File Date: Arresting Agency: Peters Township Police Dept Arrest Date: R 3105979-2 2022002502 Citation No.: Incident No.: Disposition: **Disposition Date:** Washington Peters Township County: Township: Inactive Case Status: STATUS INFORMATION Case Status Status Date **Processing Status** Inactive 06/21/2022 Awaiting Plea CASE PARTICIPANTS Participant Type Participant Name Defendant Aptive Environmental Arresting Officer Merrick, Nicole L. CHARGES # Charge Description Offense Dt. Disposition 1 LO § 304 §§ 1 Transient Merchant 06/17/2022 DOCKET ENTRY INFORMATION Filed Date Applies To Entry 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

CASE FINANCIAL INFORMATION

Magisterial District Court 27-3-01

Magisterial District Court 27-3-01

Magisterial District Court 27-3-01

Magisterial District Court 27-3-01

Case Balance:

07/15/2022

06/22/2022

06/22/2022

06/21/2022

\$19.00

Certified Summons Issued

First Class Summons Issued

Non-Traffic Citation Filed

Summons Issued

Next Payment Amt:

Last Payment Amt:

Next Payment Due Date:

Non-Monetary

Assessment Amt

Adjustment Amt

Payment Amt

Payment Amt **Balance** \$0.00

Miscellaneous Issuances

\$19.00

\$0.00

\$0.00

Aptive Environmental, Defendant

Aptive Environmental, Defendant

Aptive Environmental, Defendant

\$19.00

MDJS 1200 Printed: 10/17/2022 9:03 am



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 1

when the	The state of)/	*			Page 1 01 1
			CASE	NFORMATION		
Judge Assigned:		Phillippe Melogran	e .	Issue Date:		
OTN:				File Date:	06/21/2022	4
Arresting Agency	<u>:</u>	Peters Township P	olice Dept	Arrest Date:		
Citation No.:		R 3105981-4		Incident No.:	2022002516	
Disposition:			*	Disposition Date:		
County:	1	Washington -		Township:	Peters Township	
Case Status:		Inactive				
		25 27	STATUS	NFORMATION		
Case Status	4	Status Date	Processing Status		-:	*
Inactive		06/21/2022	Awaiting Plea			
			CASE PA	ARTICIPANTS		
Participant Type			Participant Name	,		
Defendant			Aptive Environmental	n ^{fr}		
Arresting Officer			Merrick, Nicole L.	* ************************************		
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# Charg		<u>Grade</u>		*8	Offense Dt. Disposition	
1 LO § 3	04 99 1	S	Transient Merchant	9 50	06/18/2022	
	Santa Sastas		DOCKET ENT	RY INFORMATION		
Filed Date E	ntry		Filer	KI INFORMATION	Applies To	
07/21/2022 C	ertified Su	immons Accepted	Magisteria	al District Court 27-3-01	Aptive Environmental, Defen	dant
07/15/2022 S	ummons Is	ssued	Magisteria	al District Court 27-3-01	Aptive Environmental, Defen	dant
07/15/2022 C	ertified Su	mmons Issued	Magisteria	al District Court 27-3-01	Aptive Environmental, Defen	
06/22/2022 S	ummons Is	ssued		al District Court 27-3-01	Aptive Environmental, Defen	
		Summons Issued		al District Court 27-3-01	Aptive Environmental, Defend	dant
06/21/2022 N	on-Traffic	Citation Filed	Magisteria	I District Court 27-3-01		
			CASE FINANC	AL INFORMATION		
Case Balance:	\$19	9.00 <u>Next Page</u>	ayment Amt:		*	
Last Payment Am	<u>t:</u>	Next Pa	ayment Due Date:			
			AI AI	Additional and Augst	Non-Monetary	Delever
Missellansous Iss			Assessment Amt \$19.00	Adjustment Amt \$0.00	Payment Amt \$0.00 \$0.00	<u>Balance</u> \$19.00
Miscellaneous Iss	uances		φ19.00	φυ.υυ	φυ.υυ φυ.υυ	φ13.00
				*		

Printed: 10/17/2022 9:27 am MDJS 1200



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

Non-Traffic Docket



Commonwealth of Pennsylvania

Aptive Environmental

Page 1 of 2

CASE INFORMATION

Judge Assigned:

David H. Lang

Issue Date:

OTN:

Marple Township Police Dept

File Date:

07/22/2022

Arresting Agency: Citation No.:

Arrest Date:

R 3170315-1

Incident No.: Disposition Date: 22001103

Disposition: County:

Delaware

Township:

Marple Township

Case Status:

Inactive

STATUS INFORMATION

Case Status

Status Date

Processing Status

Inactive

07/22/2022

Awaiting Plea

CASE PARTICIPANTS

Participant Type

Participant Name

Defendant Arresting Officer Aptive Environmental Engelman, Kyle P.

Charge

Description

Disposition Offense Dt.

1 LO § 200 §§ 2

Soliciting without required registration

07/16/2022

Filed Date	Entry	DOCKET ENTRY INFORMATION Filer	Applies To
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	

Printed: 10/17/2022 9:29 am **MDJS 1200**



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:

*			Non-Monetary		
20	Assessment Amt	Adjustment Amt	Payment Amt	Payment Amt	Balance
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. #_{BU}12946

Service Agreement

07 / 11 / 2022

	50.,	ice, igi ceii			INITIAL TREATMENT DA	ATE
This Service Agreement ("Agree or "our") and	eement") is made and entered into this	09day of _Ju]	,2022, by a	nd between Aptive Environmental, LLC	C ("Aptive," "we," "us,	
CUSTOMER INFORMATION	N	BILLING	NFORMATIO	ON .		
CUSTOMER NAME		BILLING N	ME (if different	,		_
STREET ADDRESS		ATRECTAN	RESS OR P.O. B	av .		_
	_					_
CITY, STATE, ZIP CODE		CITY, STATE				
PRIMARY PHONE NUMBER	ADDITIONAL PHONE NUMBI	R PAYMENT N	PAYMENT METHOD- LAST 4 DIGITS			
EMAIL ADDRESS (REQUIRED)				*		_
We will provide the pest co	introl treatments and services ("T	reatments") described herein	according to	o the schedule set forth in this A	greement.	
INITIAL TERM STAR WILL AUTOMATICAL	CANCELLATION. THE IN TS ON THE DAY THIS AC LY CONTINUE MONTH-T DAYS' PRIOR WRITTEN I	GREEMENT IS SIGNEI O-MONTH. EITHER∠P.	D. AFTER	THE INITIAL TERM, THI		NT
RESCISSION, BUT I	IF YOU CANCEL THI BEFORE THE END OF T AMOUNT OF THE DISCO	S AGREEMENT AFT	ER THE	E TO PAY APTIVE THE I	JR RIGHT (OF
18.2	THE FIRST S		NT WILL	BE PERFORMED WIT	HIN 20 TO 6	0
18.3	TREATMENT. IN	IIAL		bs	$\vec{x} = s$	
TER THE FIRST S	TANDARD TREATMENT, RDING TO THE SERVICE	EACH STANDARD TR	EATMEN	WILL BE PERFORMED	EVERY 30	
2. TREATMENTS AND PRI Standard Treatment: Ants, 0 Millipedes, Pill Bugs, Silverf	Centipedes, Cockroaches (Ameri		and/or Smo	key Brown only), Crickets, Earwig	gs, Fleas, Tick,	
aptivepro		INITIAL TREATMENT (DUE	•	STANDARD TREATMENT		
Every ou-100 days	PantryPests Rodents (Outdoor)	Initial Treatment Discount Specialty Pests	\$0.00	German Cockroaches	\$ 0.00 \$ 0.00	
x aptive pro+	Scorpions Slug, Snails and Aphids	German Cockroaches Additional Services	\$0.00 \$0.00	Sub Total Tax	\$ <u>1</u> 39.00 \$ <u>8.34</u>	
Every 30-60 days Nov-April: Every 60-100 days	German Cockroaches	Sub Total Tax	\$ <u>9</u> 9.00 \$ <u>5.94</u> \$ 0.00	PerStandardTreatmentTotal	\$ <u>1</u> 47.34	
Every 00-100 days		Nothing But Nets Donation Initial Total	\$ <u>1</u> 04.94	or Monthly Payment	\$	
Aptive does not trea or any wood destro	t for mosquitoes, bees, ying insects.	wildlife, termites,		Northly Fayment		
Except for Specialty Pest tre	eatments that require treatment o e of the Initial Treatment. (See § y be necessary. If you would like	9 below for details). Continu	ed pest acti	vity following scheduled treatme	ents may occur, a	nd
Payment option, your first M on the first day of each mor associated with this Agreem FUTURE SERVICES, TERM	INCREASE. The fee for each Tre Monthly Payment will be due on nith until the total of all Standard nent. IF YOU FAIL TO MAKE AN MINATE THIS AGREEMENT, ANI right to cancel, increase the Stan	the first day of the month aft Treatments have been paid IY PAYMENT WHEN DUE, V D RECOVER ALL DAMAGES	er the Initial in full, Then VE MAY, BY 5. You agree	Treatment in the amount set for e is no financing charge or cost GIVING YOU WRITTEN NOTIC that, after the Initial Term, Aptive	th above, and the of credit (0% API CE, DISCONTINU	en R) JE
account or charges to your of set forth above, plus any app or increased fees. Electronic	IIC PAYMENT AUTHORIZATION credit or debit card account identi- plicable taxes, and including any c payments will occur on or about 150, Provo, UT 84604 and/or cu	fied above ("Electronic Paym past due amounts, any amou t the treatment date. You may	ent") in the a nts that may cancel this	mount of the services fees or ma accumulate in arrears according authorization by calling (844) 57:	onthly payments a to this Agreemer	as nt,
the Notice of Cancellation to PAGE 2 AND ARE PA DO NOT SIGN THIS A	NOTICES OF CANCELLATION the email address that you proving TOF THIS AGREEMEN GREEMENT IF ANY OF T ERMS AND CONDITIONS	ded. ADDITIONAL TER T. WHICH INCLUDE AI HE SPACES INTENDE	MS OF THE N AGREE D FOR TH	HIS AGREEMENT ARE C MENT TO ARBITRATE A HE AGREED TERMS ARE	ONTAINED O	N S.
	y cancel this transaction on. See the Notice of Car	cellation form provid				
-	orally explained to me. INITIAL	HB	*			
	7/9/	2022 <u>Nathan</u>	Kay	L.		
VAME	7/9/	/2022 /S/ Nat			censes (if requires 7/9/2022	")

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) DAYWRITTEN 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, you must notify Aptive at least three (3) business days before the 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, if you suspect an unauthorized Electronic 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 indemnity, 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 involce (rether than making an Electronic Payment or if we do not receive your Electronic Payment for any reason, w

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 sgain 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, mainteniance, 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, wildliffe, 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, Aprive will only treat those areas that are accessible and will charge the full applicable treatment fee under this Agreement. You may request that Aprive return to service untreated areas at no additional charge before your next Standard Treatment, but Aprive 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 colories.

11. LIMITATION OF LIABILITY; LIMITED WARRANTY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY AT LAW OR IN THIS AGREÉMENT, 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 ILLIESSES, 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 WILLAPTIVE 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

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 properly, 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 (PAAA*) 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 selder 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 rellef or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, purified damages (which shall be governed by the Constitutional standards employed by the courte) 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 warrante 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 ALTONNEY 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 pald by you and Aptive in accordance with the applicable AAA rules. Wewlil always pay any fees or expensess 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 filling fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall be 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 in prior disputes involving other parties have 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 award in prior disputes involving interstate commerce and shall begoverned by the FAA. Before having recourse to arbitration, you and Aptive agreeing 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

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 [aw. 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, volded 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 to 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 disewhere in this arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that 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 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 and a 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, ATTH: ARBITRATION OPT OUT, 5132 N 300 W #150, PROVO, UT 84604 WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OFTHIS AGREEMENT, ANY REJECTION NOTICE MUSTINGLUDE 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 (f) provide you with any required notices regarding pesticides spiled to your properly, (f) 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 (f) 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 flaud and respond to regulatory and legal requirements, and (fi) using and sharing anonymized or de-identified information about you or your use of our products or services with third parties. You agree that twe 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. geoprive.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 ternalning provisions of this Agreement shall remain in force.

NOTICE OF CANCELLATION	
07 / 09 / 2022	07 / 09 / 2022
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obliquate.	gation, within THREE BUSINESS DAYS from the above
If you cancel, any property traded in, any payments made by instrument executed by you will be returned within TEN BUS cancellation notice, and any security interest arising out of must make available to the seller at your residence, in substant delivered to you under this contract or sale, or you may, if y regarding the return shipment of the goods at the seller's expenseller and the seller does not pick them up within 20 days of the or dispose of the goods without any further obligation. If you fagree to return the goods to the seller and fail to do so, then you the contract.	SINESS DAYS following receipt by the seller of your the transaction will be cancelled. If you cancel, you tially as good condition as when received, any goods you wish, comply with the instructions of the seller use and risk. If you do make the goods available to the date of your Notice of Cancellation, you may retain all to make the goods available to the seller, or if you
To cancel this transaction, mail or deliver a signed and dated notice, or send a telegram, to Aptive Environmental, LLC, at 513 email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF	32 North 300 West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE
· · · · · · · · · · · · · · · · · · ·	
NOTICE OF CANCELLATION	*
07 / 09 / 2022	07 / 09 / 2022
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Oblig date.	ation, within THREE BUSINESS DAYS from the above
If you cancel, any property traded in, any payments made by instrument executed by you will be returned within TEN BUS cancellation notice, and any security interest arising out of the must make available to the seller at your residence, in substant delivered to you under this contract or sale, or you may, if y regarding the return shipment of the goods at the seller's expenseller and the seller does not pick them up within 20 days of the or dispose of the goods without any further obligation. If you fagree to return the goods to the seller and fail to do so, then you the contract.	INESS DAYS following receipt by the seller of your he transaction will be cancelled. If you cancel, you ially as good condition as when received, any goods ou wish, comply with the instructions of the seller se and risk. If you do make the goods available to the e date of your Notice of Cancellation, you may retain all to make the goods available to the seller, or if you remain liable for performance of all obligations under
To cancel this transaction, mail or deliver a signed and dated on notice, or send a telegram, to Aptive Environmental, LLC, at 513 email at noc@goaptive.com NOT LATER THAN MIDNIGHT OF	2 North 300 West, Suite 150, Provo, UT 84604, or via
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE



Notice of cancellation

4 messages

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 ,

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

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]

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

Mon, Jul 18, 2022 at 3:31 PM

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

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

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

Jul 10, 2022, 15:30 MDT

[No content]

Attachment(s)

Contract.pdf

[Quoted text hidden]

Exhibit L

Cancel Contract

From:

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,







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: BCP-22-05-016087

Dear Ms. Alman:

I'm in receipt of your letter of June 22, 2022 regarding 's complaint against Aptive Environmental, LLC. ("Aptive"). I appreciate the opportunity to respond. 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. 's experience as this is not representative of the service Aptive regrets that this was that Aptive provides to its thousands of customers across the country. Aptive's records confirm 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 's email was sent to Aptive. This letter shall confirm 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 Wooderl

Angela Woodard Legal Assistant

Exhibit M



8 N Main St, Dover, PA 17315

801-562-2847

www.goaptive.com

customersupport@goaptive.com Llc.#BU12946

Service Agreem	ent			_
		PAYNENT - LAST 4 DIGITS	2021-06-28	EST. TIME WINDOW 01:00PM 05:00PM
This Service Agreement ("Agreement") Is made or "our") and	and entered into this 28 day of	<u>Jun</u> , <u>2</u> 021 , by and b	etween Aptive Environmen	tal, LLC ("Aptive,""we,""us,
CUSTOMER INFORMATION		BILLING INFORMATION	N .	
GUSTONER NAME		MICLING HAME (IF DIFFERENT)		
STREET ADDRESS		ETREET FAUDRESSTORING TO		
Representation of the second	in the second	CITY, STATE, ZIP CODE		
CITY, STATE, ZIP GODE PRIMARY PHONE ADDIT		THE REAL PROPERTY.		
PRIMARY PRONE ADDIT	TONAL PHONE	EMAIL ADDRESS (REQUIRED)		
We will provide the pest control treatme 1. INITIAL TERM AND CANCELLA THE COMPLETION OF AN INITIA THE INITIAL TERM STARTS ON TH AUTOMATICALLY CONTINUE MO THIRTY (30) DAYS' PRIOR WRITTE 1.1 IF YOU RECEIVED A DISCOUNTHIS AGREEMENT AFTER THE EXTERM, YOU AGREE TO PAY APTH INITIAL TREATMENT PRICE AND 1.2 THE FIRST STANDARD TREATMENT	ATION. THE INITIAL TER L TREATMENT AND four LE DAYTHIS AGREEMENT ONTH-TO-MONTH. EITHIGN NOTICE, INITIAL AT FROM THE \$399.00 S KPIRATION OF YOUR RI VE THE LESSER OF (A) \$ THE DISCOUNT YOU WI	M OF THIS AGREEME (4) STANDARD (IS SIGNED. AFTER THE ER PARTY MAY CANCE TANDARD INITIAL TRE GHT OF RESCISSION, IS \$199.00, OR (B) THE D ERE GIVEN. INITIAL	NT IS twelve TREATMENTS, WHE INITIAL TERM, THE EL THIS AGREEME EATMENT PRICE, THE BUT BEFORE THE EN OFFERENCE BETWE	L(12) MONTHS, OI HICHEVER IS LATER IS AGREEMENT WIL NT UPON AT LEAS HEN IF YOU CANCE END OF THE INITIA EEN THE STANDARI
TO BREAK THE PEST CYCLE, INITI	AL CON			
2. TREATMENTS AND PRICE Standard Treatment: Anis, Centipedes, Cockroac Oriental and/or Smokey Brown only), Crickets, Earwig Scorpions, Silverfish, Spiders, Rodents (Indoor), and/o	gs, Fleas, Millipedes, Pill Bugs,	TREATMENTSCHEDULE (A	APPROXIMATE) WAY JUN JUL AUG	SEP OCT NOV DEC
properties of the properties o	Specialty Pests ☑ Flea & Tick ☐ German Cockroaches	149 149		
aptive pro+ six (6) Standard Treatments	Rodents (Outdoor) Specialty Pests Flea & Tick German Cockroaches Mosquitoes Rodents (Outdoor)	INITIAL TREATMENT (DUE' Initial Treatment Initial Treatment Discount Additional Services Initial Specialty Pests SubTotal	\$399.00 Standard Tr \$250.00 Specialty Po \$0.00 Sub Total \$0.00 Tax	\$ 149.00 \$ 8.94
aptive premium Six (6) Standard and Specialty Pesi	Treatments	Tax Nothing But Nets Donation Initial Total	\$ 8.94 Per Standar \$ 0.00 Total \$ 157.94 OF	d Treatment \$157.94
Aptive does not treat for termites or an If requested, Aptive will treat the interior terior of the home for all future treatms may be necessary. If you would like Inside	r of the home for specific pes ents. Continued pest activity	following scheduled treatm	Monthly Pa f the Initial Treatment. nents may occur, and a	Aptive will treat the ex- additional re-treatments
charge. See § 8 below for details. The Init	ial Treatment has a Standard	Initial Treatment Fee of \$39	9.00.	
3. PAYMENT TERMS; FEE INCREASE. The Treatment Is due within thirty (30) day. Monthly Payment will be due on the first each month until the total of all Standar with this Agreement. IF YOU FAIL TO MAKI TERMINATE THIS AGREEMENT, AND RECC and your right to cancel, increase the Star	s after the treatment is perf day of the month after the in d Treatments have been paid E ANY PAYMENT WHEN DUE, W DVER ALL DAMAGES. You agre	ormed. If you have selecte nitial Treatment in the amou In full. There is no financin VE MAY, BY GIVING YOU WRI te that, after the Initial Tern	ed Aptive's Monthly Pa unt set forth above, and ng charge or cost of cre ITTEN NOTICE, DISCONT	yment option, your firs if then on the first day of edit (0% APR) associated TINUE FUTURE SERVICES
3.1 EASYPAY; ELECTRONIC PAYMENT AU bank account or charges to your credit Monthly Payments as set forth above, plu according to the terms of this Agreement authorization by calling (844) 573-7111, 6 See § 7 below for details.	or debit card account identi us any applicable taxes, and I , or increased fees. Electronic	ified above("Electronic Payi Including any past due amo payments will occur on or a	ment") in the amount ounts, amounts that ma about the treatment da	of the services fees or by accumulate in arrears ate. You may cancel your
4. COPY OF AGREEMENT; NOTICES OF CA				
of the Notice of Cancellation to the abo CONTAINED ON PAGE 2 OF THIS A TO ARBITRATE ANY DISPUTES. DO TERMS TO THE EXTENT OF THE	GREEMENT AND ARE PA D NOT SIGN THIS AGREE	ART OF THIS AGREEME EMENT IF ANY OF THE	NT, WHICH INCLUI	DE AN AGREEMENT D FOR THE AGREED
CONDITIONS OF THIS AGREEMEN	IT BEFORE YOU SIGN.			
5. You, the buyer, may cancel th	is transaction at any ti	me prior to midnight	of the third busin	ess day after the

NAME OF CUSTOMER

DATE

REPRESENTATIVE SNAME (PLEASE PRINT)

11 CENSE # OF REQUIRED)

06 / 28 / 2021

SIGNATURE OF CUSTOMER

DATE

REPRESENTATIVES SIGNATURE

DATE

REPRESENTATIVES SIGNATURE

DATE

REPRESENTATIVES SIGNATURE

DATE

GEN-031821

 $\ date\ of\ this\ transaction. See the\ notice\ of\ cancellation\ form\ provided\ with\ this\ Agreement\ for\ an\ explanation$

of this right.

My right to cancel has been orally explained to me

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 (24) 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 UNCARRANCE OF 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 PAYMENTAUTHORIZATION. Aptive may reattempt falled Electronic Payments up to three (3) more times over the next ten (10) business days from the falled 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 rallure 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 you agree that an

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 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 ROPERTY 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 NOTWARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APTIVE DOES NOTWARRANTITHAT PESTS WILL NOT RETURNS DESCUENT TO ANY TRANSMENT.

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 airsing 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 prot 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 arbitration. 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 vourresidence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURYTRIAL YOU AND APTIVE ALSO WAIVE THE RIGHTTO PARTICIPATE IN ACLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURTOR 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 ORTOISSUE ANY RELIEF THAT APPLIES TO ANY PERSON ORENTITY 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 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 conflictor 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 shall govern. If any portion 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 arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the 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. EMAILAND PHONENUMBER NOTIFICATIONS; PRIVACYPOLICY. 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 pemalis 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 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 chansed 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	DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligation, w above date.	ithin THREE BUSINESS DAYS from the
If you cancel, any property traded in, any payments made by you under the instrument executed by you will be returned within TEN BUSINESS DAYS cancellation notice, and any security interest arising out of the transaction must make available to the seller at your residence, in substantially as good delivered to you under this contract or sale, or you may, if you wish, con regarding the return shipment of the goods at the seller's expense and risk the seller and the seller does not pick them up within 20 days of the date or retain or dispose of the goods without any further obligation. If you fail to or if you agree to return the goods to the seller and fail to do so, then you obligations under the contract.	following receipt by the seller of your on will be cancelled. If you cancel, you condition as when received, any goods apply with the instructions of the seller. If you do make the goods available to f your Notice of Cancellation, you may make the goods available to the seller,
To cancel this transaction, mail or deliver a signed and dated copy of this Canotice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 email at noc@goaptive.com NOTLATERTHAN MIDNIGHT OF 07-01-2021	그런 그는 그 그 그 그 그 그 그는 그는 그는 그는 그는 그는 그 그는 그 그는 그는
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE
	6.
NOTICE OF CANCELLATION	*
DATE	06-28-2021 DATE OF TRANSACTION
You may CANCEL this transaction, without any Penalty or Obligation, wi above date.	thin THREE BUSINESS DAYS from the
If you cancel, any property traded in, any payments made by you under the instrument executed by you will be returned within TEN BUSINESS DAYS cancellation notice, and any security interest arising out of the transaction must make available to the seller at your residence, in substantially as good delivered to you under this contract or sale, or you may, if you wish, com regarding the return shipment of the goods at the seller's expense and risk, the seller and the seller does not pick them up within 20 days of the date of retain or dispose of the goods without any further obligation. If you fail to roor if you agree to return the goods to the seller and fail to do so, then you obligations under the contract.	following receipt by the seller of your n will be cancelled. If you cancel, you condition as when received, any goods ply with the instructions of the seller If you do make the goods available to your Notice of Cancellation, you may nake the goods available to the seller,
To cancel this transaction, mail or deliver a signed and dated copy of this Ca notice, or send a telegram, to Aptive Environmental, LLC, at 5132 North 300 V email at noc@goaptive.comNOTLATERTHANMIDNIGHTOF 07-01-2021	
HEREBY CANCEL THIS TRANSACTION.	
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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,

VP, Corporate and Compliance Counsel

Exhibit N

aptive

8 N Main St, Dover, PA 17315

801-562-2847

customersupport@goaptive.com Lic.#_{BU12946}

GEN -031821

Service Agreem	ent	WWWIgoaphvercon	·	-	_	
	ß	PAYMENT-LAST 4 DIGITS	2021-06-		EST, TIME WIN 05:00PM	07:01PM
This Service Agreement ("Agreement") is made or "our") and	and entered into this og_day o	of <u>Jun</u> ,2021, by and be	etween Aptivo	e Environmenta	I, LLC ("Aptive,"	"we,""us,"
CUSTOMER INFORMATION		BILLING INFORMATION				
GUSTOMISKANAN E		BILLING NAME (IF DIFFERENT)				
STREET ADDRESS		STREET ADDRESS OF F.O. BOX				
CITY,STATE, ZIP GODE		CITY, STATE, ZIP CODE				
PRIMARY PHONE ADDIT	TIONAL PHONE	EMAIL ADDRESS (REQUIRED)				
We will provide the pest control treatments. INITIAL TERM AND CANCELLATHE COMPLETION OF AN INITIAL THE INITIAL TERM STARTS ON THAUTOMATICALLY CONTINUE MCTHIRTY (30) DAYS' PRIOR WRITTE	ATION. THE INITIAL TEI LL TREATMENT AND <u>for</u> IE DAYTHIS AGREEMEN DNTH-TO-MONTH. EITH EN NOTICE. INITIAL <u>C</u>	RM OF THIS AGREEMEI ur (4) STANDARD T IS SIGNED. AFTER THE HER PARTY MAY CANCE H	NT IS <u>twe</u> TREATM INITIAL T EL THIS A	EIVE (ENTS, <u>WH</u> FERM, THIS AGREEMEN	12) MONICHEVER IS SAGREEME TUPON A	THS, OR S LATER. ENT WILL T LEAST
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1.2 THE FIRST STANDARD TREATN TO BREAK THE PEST CYCLE. INITI	- 11	MED WITHIN 20 TO 40	DAYS AFT	ER THE IN	ITIAL TREA	TMENT
2. TREATMENTS AND PRICE Standard Treatment: Ants, Centipedes, Cockroad Oriental and/or Smokey Brown only), Crickets, Earwig Scorpions, Silverfish, Spiders, Rodents (Indoor), and/o	gs, Fleas, Millipedes, Pill Bugs,	TREATMENTSCHEDULE (A	PPROXIMATINY JUN	JUL AUG	SEP OCT 1	NOV DEC
aptive pro	Encolaitu Bacta					— —
Four (4) Standard Treatments	Specialty Pests Flea & Tick German Cockroaches	109 109	Ш,	$\sqcup \sqcup$	ᅵᅵᅵᅵ	
aptive pro+	Rodents (Outdoor)	INITIAL TREATMENT (DUE ' Initial Treatment	FODAY) \$399.00	STANDARD Standard Tre		\$ 109.00
Six (6) Standard Treatments	Specialty Pests Flea & Tick	Initial Treatment Discount Additional Services	-\$ <u>349.00</u> \$ <u>0.00</u>	Specialty Pes Sub Total		\$ 0.00
74	German Cockroaches Mosquitoes	Initial Specialty Pests Sub Total	\$ <u>0.00</u> \$ <u>50.00</u>	Tax		\$ 6.54
aptive premium Six (6) Standard and Specialty Pesi	Rodents (Outdoor)	Tax Nothing But Nets Donation	\$ <u>3.00</u> \$ <u>0.00</u>	Per Standard Total	Treatment	\$115.54
		Initial Total	\$ _{53,00}	OR Monthly Pay	ment	
Aptive does not treat for termites or an if requested, Aptive will treat the Interio terior of the home for all future treatm may be necessary. If you would like Insic charge. See § 8 below for details. The Init	r of the home for specific pe ents. Continued pest activity de or additional outside trea	y following scheduled treatm atments, Aptive will return be	ents may o etween sch	Treatment. A	optive will treated	eatments
3. PAYMENT TERMS; FEE INCREASE. The Treatment is due within thirty (30) day Monthly Payment will be due on the first each month until the total of all Standar with this Agreement. IF YOU FAIL TO MAK TERMINATE THIS AGREEMENT, AND RECC and your right to cancel, increase the Sta	is after the treatment is per today of the month after the d Treatments have been pal E ANY PAYMENT WHEN DUE, DVER ALL DAMAGES. You agr	rformed. If you have selecte Initial Treatment in the amou d in full. There is no financin WE MAY, BY GIVING YOU WRI ree that, after the Initial Tern	d Aptive's int set forth ig charge of TTEN NOTI	Monthly Pay a above, and r cost of cred CE, DISCONTI	ment option, then on the fi dit (0% APR) a NUE FUTURE	your first irst day of associated SERVICES,
3.1 EASYPAY; ELECTRONIC PAYMENT AL bank account or charges to your credit Monthly Payments as set forth above, pl according to the terms of this Agreement authorization by calling (844) 573-7111, See § 7 below for details.	or debit card account iden us any applicable taxes, and t, or increased fees. Electroni	tified above("Electronic Paya Including any past due amo c payments will occur on or a	ment") in to unts, amou about the to	he amount on Ints that may reatment dat	of the service accumulate e. You may ca	es fees or In arrears ancel your
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TERMS TO THE EXTENT OF THE CONDITIONS OF THIS AGREEMEN		MATION ARE LEFT BLA	IVE. REA	V ALL UF	THE TERIV	13 AND
5. You, the buyer, may cancel th date of this transaction. See the of this right.	notice of cancellation					
My right to cancel has been orally explained	d to me(Initials)					
NAME OF CUSTOMER	06 / 09 / 2021 DATE	Jacob Nachinson REPRESENTATIVE'S NAME (PLEAS	EPRINT)		LICENSE # (IF	REQUIRED)
PICOLATINE OF CHISTORIES	06 / 09 / 2021 DATE	/S/ Jacob Nachinson			06 / 09 / 20 DATE	
SIGNATURE OF CUSTOMER	WATE	THURSDAY INTINES OF STATE OF			GI GI	EN -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 (2½) 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 50 DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF ANY UNEARNED FINANCE OR INSURANCE CHARGES. YOU AGREE THAT, AFTER THE INITIAL TERM, AFTIVE 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 PAYMENTAUTHORIZATION. Aptive may reattempt failed Electronic Payments up to three (3) more times over the next ten (10) business days from the falled Electronic Payment. Please include your name, address, ber, and Aptive account number in any written correspondence. 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, 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 wasps nests inside walls, soffits, or any internal spaces, and does not include removal of hives or colonles.

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 AGREETHAT 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 NOTWARRANTTHAT 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 opersonal 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 arbitration provision shall 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 courtwith 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 vourresidence.

IF A CLAIM IS ARBITRATED, YOU AND APTIVE WAIVE ANY RIGHT TO A COURT OR JURYTRIAL YOUANDAPTIVEALSOWAIVETHERIGHTTOPARTICIPATEIN ACLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURTOR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVEOR 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 ORTO 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 p 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 partles, 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 filling 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 ve agree to try in good faith to settle any controversy or claim by at (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 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 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. EMAILAND PHONENUMBERNOTIFICATIONS; PRIVACYPOLICY. 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

	06-09-2021
DATE	DATE OF TRANSACTION
You may CANCEL this transaction, without any Pena above date.	lty or Obligation, within THREE BUSINESS DAYS from the
instrument executed by you will be returned within a cancellation notice, and any security interest arising must make available to the seller at your residence, in a delivered to you under this contract or sale, or you regarding the return shipment of the goods at the seller the seller and the seller does not pick them up within a retain or dispose of the goods without any further obli	nade by you under the contract or sale, and any negotiable TEN BUSINESS DAYS following receipt by the seller of your out of the transaction will be cancelled. If you cancel, you substantially as good condition as when received, any goods nay, if you wish, comply with the instructions of the seller er's expense and risk. If you do make the goods available to 20 days of the date of your Notice of Cancellation, you may igation. If you fail to make the goods available to the seller, fail to do so, then you remain liable for performance of all
	dated copy of this Cancellation Notice or any other written C, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via HTOF $\underline{06-12-2021}$.
I HEREBY CANCEL THIS TRANSACTION.	
BUYER'S SIGNATURE	DATE
NOTICE OF CANCELLATION	
DATE	06-09-2021 DATE OF TRANSACTION
If you cancel, any property traded in, any payments me instrument executed by you will be returned within To cancellation notice, and any security interest arising of must make available to the seller at your residence, in selelivered to you under this contract or sale, or you me regarding the return shipment of the goods at the seller the seller and the seller does not pick them up within 2 retain or dispose of the goods without any further obligations under the contract.	ade by you under the contract or sale, and any negotiable EN BUSINESS DAYS following receipt by the seller of your out of the transaction will be cancelled. If you cancel, you ubstantially as good condition as when received, any goods may, if you wish, comply with the instructions of the seller of your sexpense and risk. If you do make the goods available to to days of the date of your Notice of Cancellation, you may gation. If you fail to make the goods available to the seller, ail to do so, then you remain liable for performance of all chated copy of this Cancellation Notice or any other written c, at 5132 North 300 West, Suite 150, Provo, UT 84604, or via ITOF 06-12-2021
BUYER'S SIGNATURE	DATE

Subject:

FW: 20210612 Cancellation of Aptive Services.pdf

From:

Sent: Monday, June 14, 2021 4:02 PM

To: 'Aptive Customer Support' < customer Support@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,



From: Aptive Customer Support < customer Support@goaptive.com >

Sent: Monday, June 14, 2021 10:10 AM

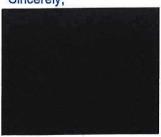
To:

Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi (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,



From:

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.



Exhibit O

From:

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 < customer Support@goaptive.com>

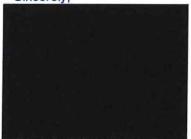
Sent: Monday, June 14, 2021 10:10 AM

To:

Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi 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,



From: Aptive Customer Support < customer Support@goaptive.com>

Sent: Tuesday, June 15, 2021 2:30 PM

To:

Subject: Re: 20210612 Cancellation of Aptive Services.pdf

Hi 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:

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

<u>Unsubscribe</u> - <u>Unsubscribe Preferences</u>

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MAY 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,

cancellation notice, and a must make available to the delivered to you under the regarding the return ships the seller and the seller do retain or dispose of the goor if you agree to return to bligations under the contact of the co	you will be returned within TEN lany security interest arising out one seller at your residence, in substitute is contract or sale, or you may, intent of the goods at the seller's elect not pick them up within 20 day ods without any further obligation the goods to the seller and fail to tract. mail or deliver a signed and date to Aptive Environmental, LLC, at m NOT LATER THAN MIDNIGHT O	BUSINESS DAYS following re of the transaction will be co antially as good condition a f you wish, comply with th expense and risk. If you do m ys of the date of your Notice on. If you fail to make the good of so, then you remain like d copy of this Cancellation 5132 North 300 West, Suite	ceipt by the seller of your incelled. If you cancel, you swhen received, any goods a instructions of the seller take the goods available to a of Cancellation, you may oods available to the seller, the for performance of all Notice or any other written
instrument executed by y cancellation notice, and comust make available to the delivered to you under this regarding the return ships the seller and the seller do retain or dispose of the goor if you agree to return the seller to return the seller do return the	you will be returned within TEN lany security interest arising out one seller at your residence, in substitutions is contract or sale, or you may, in ment of the goods at the seller's eles not pick them up within 20 dayods without any further obligations the goods to the seller and fail to	BUSINESS DAYS following re of the transaction will be co antially as good condition a f you wish, comply with th expense and risk. If you do m ys of the date of your Notic on. If you fail to make the g	ceipt by the seller of your incelled. If you cancel, you swhen received, any goods a instructions of the seller take the goods available to a of Cancellation, you may oods available to the seller,
	and the second section of the second	by you under the contract	
You may CANCEL this trabove date.	ansaction, without any Penalty		ANSACTION BUSINESS DAYS from the
Name and Address of the Address of t		05-19-2021	
NOTICE OF CANCELL	ATION		
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terms were proper broom product			
			g
BUYER'S SIGNATURE			DATE 2021
I HEREBY CANCEL THIS TH	RANSACTION.	a	7) 20 000 00000
email at noc@goaptive.c	m, to Aptive Environmental, LLC, a com NOT LATER THAN MIDNIGHT	t 5132 North 300 West, Suite	150, Provo, UT 84604, or via
To cancel this transaction notice, or send a telegran	n, mail or deliver a signed and date	ed conv of this Cancellation	1 - 4 T

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. ORDER AND NOW, this day of , 2023, upon consideration of the attached Petition, it is hereby ordered that: A rule is issued upon Respondent to show cause why Petitioner is not entitled to the relief requested; Respondent shall file an answer to the Petition within twenty days of service upon the Respondent; The Petition shall be decided under Pa.R.C.P. No. 206.7; 3) 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 Notice of the entry of this order shall be provided to all parties by the Petitioner. BY THE COURT:

THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

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COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL, By Attorney General Michelle A. Henry,	: CIVIL DIVISIONEQUITY :			
Petitioner,	: : No. GD-19-5641			
v.				
APTIVE ENVIRONMENTAL, LLC,				
Respondents.	:			
ORDI	<u>ER</u>			
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 she relief requested;	ow cause why Petitioner is not entitled to the			
(2) Respondent shall file an answer to the I Respondent;	Petition within twenty days of service upon the			
(3) The Petition shall be decided under Pa.l	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	Petitioner's brief to be filed on or before;			
(6) Respondent's brief to be filed on or before	Respondent's brief to be filed on or before;			
completion of depositions (i.e., deposition	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 pro-	ovided to all parties by Petitioner.			
ву т	HE COURT:			
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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL, By Attorney General Michelle A. Henry, CIVIL DIVISION--EQUITY

Petitioner,

No. GD-19-5641

V.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

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,

CIVIL DIVISION--EQUITY

No. GD-19-5641

v.

APTIVE ENVIRONMENTAL, LLC,

Respondent.

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