

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
Jasmine Badawi, Esq. (Bar No. 335433)
jasmine@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff,
TIMOTHY CONTRERAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA

TIMOTHY CONTRERAS, an individual, on
his own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PEAK LANDSCAPE, INC. a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO: CU0000780

*Assigned to the Honorable Yvette Durant,
Dept. 23*

**DECLARATION OF KEVIN LIPELES IN
SUPPORT OF JOINT STIPULATION
AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIMS, AND DISMISSING ACTION
WITH PREJUDICE**

Complaint Filed: June 16, 2023

1 I, KEVIN LIPELES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 the founding attorney of Lipeles Law Group, APC (“LLG”), counsel for Plaintiff Timothy Contreras
4 (“Plaintiff”) in this Action. I have personal knowledge of the facts set forth herein and if called as a
5 witness to testify to them, I could and would do so competently.

6 2. I received my J.D. from Loyola Law School in Los Angeles, where I served as class
7 representative for 2 years. In addition, I served on the Dean’s List, graduating in the top 30% of my
8 class. While in law school, I served as an extern to the Loyola Law School Center for Conflict
9 Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

10 3. I was admitted to the California Bar on November 21, 2006.

11 4. I am also admitted to practice law in the Central District of California and the Ninth
12 Circuit Court of Appeals.

13 5. I am the founder of LLG. I opened my own law firm straight out of law school
14 starting with just a computer. LLG has now grown into a full-service litigation law firm
15 representing both plaintiffs and defendants with over 150 active cases, including cases in California
16 Superior Court, Central District Court and the California Court of Appeals. The overwhelming
17 majority of our cases involve employment wage and hour actions, such as this one. In addition, my
18 firm is or has been counsel or co-counsel in many employment-related class action lawsuits.

19 6. I have participated in and have been certified as Court-approved class counsel in
20 numerous class and representative action matters since my admission to the Bar.

21 7. On February 13, 2019, the Honorable Catherine A. Evans approved me as adequate
22 and competent class counsel in connection with her granting final approval of the class action
23 settlement in *Canseco v. Pampanga Food Company, Inc.*, Orange County Superior Court Case No.
24 30-2016-00852698-CU-OE-CJC. The case was a class action on behalf of hourly-paid employees
for failure to afford rest breaks.

25 8. On July 30, 2019, the Honorable Kenneth R. Freeman approved me as adequate and
26 competent class counsel in connection with his granting final approval of the class action settlement
27 in *Bernstein v. Alice and Olivia California Holdings LLC et al.*, Los Angeles Superior Court Case
28 No. BC661262. The case was a class action on behalf of store managers and personal shoppers for

1 overtime, meal and rest break claims.

2 9. On September 10, 2020, the Honorable David Cohn approved me as adequate and
3 competent class counsel in connection with his granting final approval of the class action settlement
4 in *Lagunas v. Impact Logistics, Inc. et al.*, San Bernardino Superior Court Case No. 2008663. The
5 case was a class action on behalf of hourly-paid off loaders for failure to pay overtime and afford
6 meal and rest breaks.

7 10. On October 18, 2022, the Honorable David S. Cunningham approved me as adequate
8 and competent class counsel in connection with his granting final approval of the class action
9 settlement in *Renteria v. San Pedro Fish and Oyster Corporation dba Crusty Crab Fish Market and*
10 *Restaurant*, Los Angeles Superior Court Case No. 19STCV08774. The case was a class action on
11 behalf of hourly-paid employees for failure to afford meal and rest breaks.

12 11. On August 16, 2023, the Honorable Yvette M. Palazuelos approved me as adequate
13 and competent class counsel in connection with her granting final approval of the class action
14 settlement in *Marroquin v. Food Castel, Inc.*, Los Angeles Superior Court Case No. 21STCV22582.
15 The case was a class action on behalf of hourly-paid employees for failure to pay overtime,
16 minimum wage and rest breaks.

17 12. On August 16, 2024, the Honorable Rhonda McKaig approved me as adequate and
18 competent class counsel in connection with her granting final approval of the class action settlement
19 in *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-
20 CU-OE-VTA. The case was a class action on behalf of hourly-paid employees for failure to pay
21 overtime, minimum wage and meal/rest breaks.

22 13. On June 13, 2023, my office, on behalf of Plaintiff, transmitted letters to the
23 California Labor & Workforce Development Agency (“LWDA”) and Defendant Peak Landscape,
24 Inc. (“Defendant”) (hereinafter Plaintiff and Defendant are collectively referred to as the “Parties”),
25 setting forth the facts and theories of the violations alleged against Defendant. A true and correct
26 copy of the June 13, 2023 letter to the LWDA is attached hereto as **Exhibit “A.”**

27 14. Plaintiff filed his Class Action Complaint on June 16, 2023, alleging the following
28 claims: (1) failure to pay premium overtime wages; (2) failure to pay minimum wages due to
rounding; (3) failure to provide compliant meal periods and/or pay meal period premiums; (4)
failure to provide compliant rest breaks and/or pay rest break premiums; (5) failure to maintain

1 records and provide accurate itemized wage statements in violation of Labor Code Sections 201,
2 202, 203; (6) failure to pay all wages owed at termination; (7) failure to reimburse business
3 expenses; (8) failure to pay for a uniform maintenance allowance; (9) unlawful deduction of wages;
4 (10) failure to allow inspection of employment records; and (11) unfair competition.

5 15. Plaintiff filed his First Amended Class Action Complaint on August 17, 2023, adding
6 a claim pursuant to PAGA seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor
7 Code §§ 201, 202, 203, 221, 226(a), 226.3, 226.7, 510, 511, 512, 558, 1194, 1197, 1197.1, 1198 and
8 2802 (“the Action”). On or about March 14, 2024, Plaintiff dismissed all class action claims against
9 Defendant in the Action.

10 16. During the course of the litigation, my office and Defendant’s Counsel engaged in
11 informal discovery and fully shared the information necessary for all sides to conduct a legitimate
12 investigation into the allegations of the Action and potential defenses thereto. The Parties have
13 reached this settlement only after discovery and investigation was performed.

14 17. My office obtained and reviewed multiple documents, including (i) Plaintiff’s
15 employee file and time records, (ii) policy documents relating to the employment of Plaintiff and
16 PAGA Members, and (iii) data relating to the number of alleged violations and the value of the
17 recoverable penalties, including payroll data.

18 18. Based on the information received, as well as through discussions with Defendant’s
19 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
20 the definition of PAGA Members for the relevant statutory period, and (ii) construct a damage model
21 that calculated the maximum realistic amount of PAGA penalties that could be levied against
22 Defendant within the PAGA Period. Defendant, however, disputed Plaintiff’s claims and disputed
23 both the existence of and extent of liability as alleged by Plaintiff. Based on the information received,
24 as well as through discussions with Defendant’s Counsel, my office was able to ascertain (i) the
25 number of PAGA Members, (ii) the number of affected pay periods at issue among them, and (iii) the
26 strength of Plaintiff’s claims.

27 19. The Parties engaged in direct settlement discussions over the course of several months
28 and reached a settlement of the Action which has been memorialized in a Private Attorneys General

1 Act Settlement Agreement and Release signed by all Parties. The terms and conditions of the
2 settlement are set forth in the Private Attorneys General Act Settlement Agreement and Release
3 (“Settlement” or “Settlement Agreement”), a true and correct copy of which is attached hereto as
4 **Exhibit “B.”** The Settlement Agreement resolves all claims asserted in the Action and contemplates
5 that the Action will be dismissed with prejudice in exchange for the consideration set out in the
6 Settlement Agreement.

7 20. Defendant denies and continues to deny any liability to Plaintiff or any other allegedly
8 PAGA Member for any violations alleged in the Action. Defendant contends that it acted within the
9 requirements of California law at all times as to all PAGA Members. It further contends that not
10 every pay period, and indeed no pay period, at issue involved an alleged Labor Code violation subject
11 to civil penalties. Moreover, it maintains that even if the Court did award penalties, the Court could
12 and would substantially reduce the penalties awarded based on the discretionary factors contained in
13 Labor Code § 2699(e)(2).

14 21. My office and Defendant’s Counsel considered the fact that the existence of numerous
15 disputes of fact in this case make the outcome uncertain. In the estimation of my office and
16 Defendant’s Counsel, the delay, inconvenience, distraction, and uncertainty imposed by the litigation
17 demands would far outweigh the potential benefits of additional litigation.

18 22. Based on the information and documents obtained through informal discovery, these
19 disputes, which had the potential to completely eliminate Plaintiff’s recovery, and the range of
20 realistic “litigation outcomes” on Plaintiff’s PAGA claim, my office assessed the maximum value of
21 the PAGA claims to be approximately \$188,400 (at the rate of a \$100 penalty for approximately 1,884
22 total pay periods at issue for approximately 93 PAGA Members during the applicable time frame).

23 23. As set forth in the Settlement Agreement, the amount of the Settlement is \$85,000
24 which represents 45% of the maximum recoverable discretionary penalties and includes an
25 apportionment of attorneys’ fees and costs. As such, this factor weighs very heavily in favor of
26 resolution by way of the compromise set forth in the Settlement.

24. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement, as permitted by Labor Code § 2699(s)(2), and dismiss this Action with prejudice.

25. The Parties further agree that, after entry of this Order and pursuant to California Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction of this Action to enforce the Settlement. *See* Exhibit “B” at ¶ 12.

26. On November 6, 2025, my office uploaded the proposed Settlement Agreement and these accompanying approval documents to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true and correct copy of the submission confirmation email is attached hereto as **Exhibit “C.”**

27. A true and correct copy of the Notice of Settlement is attached to the Settlement Agreement as Exhibit “A.”

28. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

29. The parties selected Phoenix Class Action Administration Solutions (“Phoenix”), an experienced claims administrator, to serve as the Settlement Administrator. Phoenix has successfully served as the settlement administrator in a number of class action settlements where I have served as lead counsel, or co-lead counsel. I have found them to be very competent. Phoenix’s background and experience as a claims administrator are described on their website, www.phoenixclassaction.com

30. A true and correct copy of the itemized costs in this Action is attached hereto as **Exhibit “D.”**

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on November 6, 2025 at El Segundo, California.

92.

KEVIN LIPELES

EXHIBIT A



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

June 13, 2023

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Stephanie Alysia Craven
10231 Worchester Circle
Truckee, CA 96161

Re: *Contreras, Timothy v. Peak Landscape, Inc*

Dear Ms. Craven:

This office represents Timothy Contreras. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for your violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages due on termination, failure to reimburse business expenses, failure to pay for uniform maintenance, failure to pay for off the clock work, time shaving, unlawful deductions, and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Peak Landscape, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 4)

Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

B. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4)

Defendant has a policy or practice of failing to ensure that all Plaintiffs and members of the class take the meal periods required by California Labor Code §226.7 and IWC Wage Order No. 4-2001 §11. By their actions in not affording Plaintiff and Class members first meal periods and/or not affording them a second meal periods on days when Plaintiff and Class members worked in excess of 10 hours, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendant failed to provide employees with statutory timely off-duty meal periods. Defendant also has a policy or practice of failing to pay each of their employees who was not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

C. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members never took any rest breaks.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages

in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, off the clock work pay, untimely or missed meal and rest periods, reimbursement for business expenses, and reimbursement for uniform maintenance, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, pay for meal and rest periods not provided, reimbursement for business expenses, and uniform maintenance pay, and off the clock work pay even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

E. FAILURE TO PAY WAGES DUE UPON TERMINATION

(Cal. Labor Code §§201-203)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff was not paid for all the wages he owed when he ended his employment with Defendant on April 17, 2023. He is still owed unpaid break premiums, overtime and other wages.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff was using his personal cell phone for business, but failed to indemnify Plaintiff for all his business-related expenses, including mileage and fuel expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their cell phones for work-related purposes.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in

the discharge of their duties. An employer may never impose a financial burden on employees, with respect to purchasing or maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

G. FAILURE TO PAY FOR UNIFORM MAINTENANCE
(Cal. Labor Code § 2802)

If an employer requires non-exempt employees to wear a uniform, the employer must pay for and maintain the uniform for the employee. Labor Code §2802. An employer may never impose a financial burden on employees, with respect to purchasing or maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

Defendant provided Plaintiff and members of the Class with uniforms. However, Defendant does not maintain the uniforms. Plaintiff and members of the Class pay for the maintenance and cleaning themselves. Defendant failed to maintain the uniform, nor pay Plaintiff and members of the Class a weekly maintenance allowance.

H. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

I. OFF THE CLOCK WORK
(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2))

Defendant was required to pay its employees for all time worked, even if employees were not clocked in. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

J. FAILURE TO PAY MINIMUM WAGES DUE TO ROUNDING
(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4)

Defendant failed to satisfy minimum wage requirements because they improperly rounded Plaintiff's hours to reflect a lower number of hours resulting in failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order 4.

K. UNAUTHORIZED DEDUCTIONS
(Wage Order No. 5)

Pursuant to Wage Order No. 5, Defendant cannot make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. Yet, Defendant made deductions from bonuses given to Plaintiff to cover HOA fines. Defendant failed to show that Plaintiff purposely committed HOA violations justifying its decision to deduct amounts from Plaintiff's bonuses.

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this

office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is written over the printed name.

Kevin A. Lipeles, Esq.

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between TIMOTHY CONTRERAS (“Plaintiff”), on behalf of himself and in his representative capacity as a private attorney general on behalf of the State of California, on the one hand, and PEAK LANDSCAPE, INC. (“Defendant”), on the other hand. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff contends he was employed by Defendant during the alleged “PAGA Period,” defined as between June 13, 2022, through the date of court approval of the settlement in the Action;

WHEREAS, on or about June 13, 2023, Plaintiff sent the California Labor and Workforce Development Agency (“LWDA”) a letter advising of his intent to assert claims against Defendant under the California Private Attorneys General Act (the “Notice”);

WHEREAS, on or about June 16, 2023, Plaintiff filed a Complaint in the Superior Court of California, County of Nevada, Case Number CU000078, entitled *Timothy Contreras v. Peak Landscape, Inc.*, on behalf of himself and all others similarly situated, containing claims for: (1) Failure to Pay Premium Overtime Wages Owed; (2) Failure to Pay Minimum Wages Due to Rounding; (3) Failure to Provide Timely Off Duty Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Maintain Records and Provide Accurate, Itemized Wage Statements; (6) Failure to Pay Wages on Termination and/or Resignation; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay for Uniform Maintenance Allowance; (9) Unlawful Deduction of Wages; (10) Failure to Allow Inspection of Employment Records; and (11) Unfair Competition (the “Action”);

WHEREAS, on or about August 17, 2023, Plaintiff filed a First Amended Complaint in the Action containing a new claim for Violation of the California Private Attorneys General Act (“PAGA”) in place of his former claim for Failure to Allow Inspection of Employment Records;

WHEREAS, on or about March 14, 2024, Plaintiff dismissed all class action claims against Defendant in the Action leaving only his PAGA claim remaining;

WHEREAS, Defendant denies all of Plaintiff’s claims and allegations in the Notice and the Action; denies that it has any legal or equitable responsibility for any damages, wages, or penalties claimed by Plaintiff; and denies any other wrongful or unlawful conduct, claims, damages, or liability of any kind with regard to Plaintiff, or at all;

WHEREAS, the Parties desire to fully and finally compromise, settle, and release all PAGA claims alleged or which could have been alleged in the Action based on the Notice;

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this

Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by any Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek court approval of this Agreement, enforce the terms of this Agreement, or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraph 3, and subject to court approval of this Agreement, Defendant agrees to pay a gross amount of Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00) (the “Gross Settlement Amount”) subject to the following terms and conditions:

a. The Parties agree that thirty-five percent (35%) of the Gross Settlement Amount (i.e. \$29,750) will be allocated to the payment of the attorneys’ fees incurred by Plaintiff in the Action. Defendant will not oppose any request for attorneys’ fees so long as it does not exceed this threshold. This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. If the Court approves attorneys’ fees less than the amount requested, the Administrator will allocate the remainder to the PAGA Members’ Payment. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. Defendant will not oppose Plaintiff’s request for a service award in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement. If the Court approves a service award less than the requested amount the requested, the Administrator will allocate the remainder to the PAGA Members’ Payment. Any service award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of any taxes due on such award;

c. Plaintiff shall also be entitled to reimbursement for all litigation costs he actually incurred in the Action, in an amount not to exceed Fifteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$15,250.00). This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. If the Court approves litigation costs less than the requested amount the requested, the Administrator will allocate the remainder to the PAGA Members’ Payment. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

d. The Parties agree that up to Six Thousand Dollars and Zero Cents (\$6,000.00) of the Gross Settlement Amount shall be used to pay the settlement administration costs of Phoenix Class Action Administration Solutions (“the Administrator”). The costs of the Administrator shall be paid from, and shall not be in addition to, the Gross Settlement Amount. If the Court approves settlement administration costs less than the requested amount the requested, the Administrator will allocate the remainder to the PAGA Members’ Payment. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The Parties agree that the remaining portion of the of the Gross Settlement

Amount shall be allocated to Plaintiff's claims under PAGA and will be distributed as required by that statute (the "Net Settlement Amount"). Specifically, twenty-five percent (25%) of the Net Settlement Amount will be distributed to the PAGA Members and seventy-five percent (75%) of the Net Settlement Amount will be distributed to the California Labor and Workforce Development Agency ("LWDA"). These amounts shall come from, and shall not be in addition to, the Gross Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The PAGA Members' share of the Net Settlement Amount (the "PAGA Members' Payment") shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each PAGA Member worked during the PAGA Period and dividing that by the total number of pay periods the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the Net Settlement Amount;

f. Defendant shall deposit the GSA into a QSF account established by the Administrator within thirty (30) days of the date by which both of the following have occurred: (a) the Court in the Action enters a Judgment on its Order approving this Agreement and (b) said Judgment becomes final (the "Payment Deadline"). The Judgment is final on the day the Court enters Judgment ("Effective Date").

g. Plaintiff and the PAGA Members shall be responsible for any and all tax obligations that are associated with any payments they receive under this Agreement.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" is defined to mean Defendant and its former, current, and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

b. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims for Violation of PAGA which were alleged or which could have been alleged based on the facts set forth in Plaintiff's Complaint in the Action, Plaintiff's First Amended Complaint in the Action, and/or Plaintiff's PAGA notice to the California Labor and Workforce Development Agency, including claims for Violation of PAGA arising from any: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods or pay meal period premiums, (4) failure to provide rest breaks or pay rest break premiums, (5) failure to maintain records or provide accurate wage statements, (6) failure to pay wages on separation, (7) failure to reimburse business expenses, (8) failure to pay for uniform maintenance, (9) unlawful deduction of wages, and/or (10) failure to allow inspection of employment records by any of the Released Parties during the PAGA Period, including any claims for civil penalties, interest, fees, or costs based on any of the foregoing. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. Motion for Approval of PAGA Settlement. Plaintiff shall file a Motion or

Stipulation for Approval of this Agreement in the Action. Defendant agrees not to oppose Plaintiff's Motion or Stipulation for Approval to the extent it comports with this Agreement.

5. Administrator and Distribution Method. The Parties agree that the Administrator will distribute the Gross Settlement Amount in accordance with the Agreement. The Administrator will issue Plaintiff and the PAGA Members IRS Form 1099's for all amounts paid under this Agreement. In addition, subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, the "PAGA Members" are defined as: "all current and former employees of Defendant in California who were paid hourly at any time during the PAGA Period."

b. Within fourteen (14) calendar days after the Effective Date, Defendant shall provide the Administrator with all information needed to identify and locate the PAGA Members, process payments, and process claims for payments. This information may include, but may not be limited to, the PAGA Members' names, dates of employment, last known addresses, last known phone numbers, social security numbers, and any other information required to effectuate the Agreement.

c. The PAGA list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except that: (a) relevant information may be provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a PAGA Member or a third-party; (b) to allow Defendant's counsel and PAGA Counsel to confirm that the calculation of a particular PAGA Member's estimated share of the settlement is accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and PAGA Counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to the PAGA Members shall not include any person's social security number, except for the last four digits.

d. Within seven (7) calendar days from its receipt of the PAGA Member Members' information, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to the PAGA Members and the allocation of pay periods for each individual. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff in the Action) in order to protect the PAGA Members' confidential information.

e. The Administrator will have the final decision on any disputes that arise regarding the PAGA Members' information (e.g. the number of pay periods attributable to each member).

f. Thereafter, within seven (7) days after the Administrator provides the Parties with its calculations and subject to the approval of the Parties, the Administrator shall perform an NCOA check to determine the PAGA Members' current addresses using the information provided by Defendant, shall prepare written notices to the PAGA Members

containing language substantially similar to the form attached hereto as Exhibit A, and shall mail the PAGA Members those notices along with their pro-rata share of the PAGA Members' Payment by first-class United States mail.

g. The PAGA Members shall have one hundred and eighty (180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and eighty (180) days will be voided and will not be reissued.

h. Also within seven (7) calendar days after the Administrator distributes final calculations and obtains the Parties' approval thereof, the Administrator shall distribute the awarded attorneys' fees and costs, the payment to the LWDA, and the payment to the Administrator.

i. Promptly after the PAGA Members' deadline to cash their settlement checks expires, any unclaimed funds will be sent by the Administrator to the State of California's Unclaimed Property Division in the name of the PAGA Members to whom any settlement checks associated with those funds were originally issued. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

j. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 5.i., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 5.i.

k. The Parties agree the PAGA Members' contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement.

6. PAGA Counsel. The Parties agree to the designation of Lipeles Law Group, APC as PAGA Counsel for purposes of this Agreement only. If the Court does not approve this settlement, Defendant's agreement to the designation of Lipeles Law Group, APC as PAGA Counsel shall be deemed withdrawn.

7. PAGA Collective. Defendant stipulates to the existence of a PAGA collective for purposes of this Agreement only. If the Court does not approve this settlement, Defendant's stipulation to the existence of a PAGA collective shall be deemed withdrawn.

8. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each party shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding the payment of the Gross Settlement Amount. In the case of a dispute regarding the payment of the Gross Settlement Amount, the prevailing party shall be entitled to recover their attorneys' fees and costs.

9. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure §664.6 and the Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with §1118 and §1123 of the California Evidence Code.

10. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or

facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

11. Confidentiality. Except to the extent necessary to effectuate the Agreement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the Agreement on any website or through any social media or otherwise publicize the Agreement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the PAGA Payment, as required by Labor Code § 2698, et seq., Plaintiff's Counsel will file the Agreement with the Court and submit the Agreement to the LWDA as part of the Parties' request for Court approval of the Agreement.

12. Good Faith Cooperation. The Parties pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, and shall not encourage or solicit any PAGA Members to file any new claims against Defendant.

13. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend, and hold Released Parties harmless from any such claims.

14. No Additional Recovery. It is the intent of this Agreement that Plaintiff and the PAGA Members shall not recover, directly or indirectly, any sums from the Released Parties related to the Released Claims other than the funds received pursuant to this Agreement and set forth in Paragraph 2. Accordingly, should Plaintiff or any PAGA Member pursue any individual or entity who is not a Released Party for any sums related to the Released Claims, and should it be determined that any Released Party is liable to such individual or entity for contribution or indemnity in connection therewith, this Agreement shall act as a release of that individual or entity for any claims that would require such contribution or indemnity.

15. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof. This Agreement may not be modified or amended except in writing, signed by all Parties. Each Party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17. Fair and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Agreement after arm's-length

negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

20. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice and the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is a PAGA action, this Agreement must receive approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. If the Court does not enter an order granting approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code §§1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

///

///

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: Oct 2, 2025

Timothy Contreras (Oct 2, 2025 11:32:19 PDT)

Timothy Contreras

Dated:

10/14/2025


Peak Landscape, Inc.

By: Brian Connors

Its: President

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

*Timothy Contreras v. Peak Landscape, Inc.
Nevada County Superior Court Case No. CU0000780*

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF DEFENDANT PEAK LANDSCAPE, INC. (“DEFENDANT”) IN THE STATE OF CALIFORNIA WHO WAS PAID ON AN HOURLY BASIS AT ANY TIME DURING THE PAGA PERIOD (JUNE 13, 2022 THROUGH [SETTLEMENT APPROVAL DATE]), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in a lawsuit entitled *Timothy Contreras v. Peak Landscape, Inc.*, Nevada County Superior Court Case No. CU0000780 (the “Action”), asserting claims under the Private Attorney General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

Who is affected by this proposed Settlement?

The Court has designated for settlement purposes the following persons as “PAGA Members,” who are entitled to a portion of the Settlement proceeds:

“All current and former employees of Defendant in California who were paid hourly at any time during the PAGA Period.”

The “PAGA Period” means the period from June 13, 2022 through [Settlement Approval Date]. According to Defendant’s records, you are one of the PAGA Members.

What is this case about?

In the Action, Plaintiff Timothy Contreras (“Plaintiff”) alleged that Defendant violated the California Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*]. Defendant denied all liability and was confident it had strong legal and factual defenses to Plaintiff’s claims.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses. Instead, in order to avoid the expensive and time-consuming process of litigation, Plaintiff and Defendant (the “Parties”) decided to voluntarily end the Action. This Settlement is a compromise of highly disputed claims reached after good faith, arm’s-length negotiations between the Parties, through their respective attorneys, and is not an admission of liability by Defendant, who continues to deny any wrongdoing and maintains that it fully complied with California law. The Court approved the Settlement.

What are the Settlement terms?

Defendant will pay \$85,000 (the “Gross Settlement Amount”), which shall be allocated as follows: (a) payment of PAGA Counsel’s attorneys’ fees in the amount of \$29,750, (b) payment of a Service Award to Plaintiff in the amount of \$2,500, (c) payment of PAGA Counsel’s costs in the amount of \$14,896.46, (c) payment of the Settlement Administrator’s costs in the amount of \$6,000.00, (d) payment of \$23,890.15 to the California Labor and Workforce Development

Agency (“LWDA”); and (e) payment of \$7,963.39 to the PAGA Members.

Pursuant to the Settlement, all PAGA Members will be deemed to have released Defendant and its former, current, and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns from any and all claims for violation of PAGA which were alleged or which could have been alleged based on the facts set forth in Plaintiff’s Complaint in the Action, Plaintiff’s First Amended Complaint in the Action, and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, including claims for violation of PAGA arising from any: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods or pay meal period premiums, (4) failure to provide rest breaks or pay rest break premiums, (5) failure to maintain records or provide accurate wage statements, (6) failure to pay wages on separation, (7) failure to reimburse business expenses, (8) failure to pay for uniform maintenance, (9) unlawful deduction of wages, and/or (10) failure to allow inspection of employment records by any of the Released Parties during the PAGA Period, including any claims for civil penalties, interest, fees, or costs based on any of the foregoing. This release shall not extend to any claims outside of the PAGA Period. PAGA Members do not have the right to opt-out of this release.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC.¹ Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check’s issuance and will automatically be void if not cashed within that time. Any funds that are not claimed by that deadline will be sent to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual to whom they were originally issued.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

¹ One hundred percent (100%) of your payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

155935307.1

EXHIBIT C

EXHIBIT D

Expense List

Date	Type	Matter No	User	Description	Invoice Status	Payee/Vendor	Account	Billable	Amount
9/19/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$16.45
9/2/2025	Hard Cost	03262-Contreras, Timothy v. Peak Landscape, Inc.	Todd Vollucci	Inv 14202501001 - Contreras	Not Invoiced	Axiom Analytics LLC	Client Costs Advanced	Yes	\$3,078.00
8/14/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.15
6/25/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$32.90
4/30/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.15
4/7/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.15
3/25/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$32.90
2/26/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$38.75
1/21/2025	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$52.75
12/11/2024	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Contreras v Peak	Not Invoiced	ADR Services, Inc.	Client Costs Advanced	Yes	\$10,696.46
10/28/2024	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$15.45
3/25/2024	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fees	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$34.80
12/22/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$11.45
12/11/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$3.00
9/11/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$25.90
8/8/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fees	Not Invoiced	DDS	Client Costs Advanced	Yes	\$11.90

7/18/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	DDS Legal Support Systems	Client Costs Advanced	Yes	\$114.90
7/4/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Filing fee	Not Invoiced	DDS Legal Support Systems	Client Costs Advanced	Yes	\$479.95
7/4/2023	Credit Card Detail	03262-Contreras, Timothy v. Peak Landscape, Inc.	Vollucci Todd	Jury fee	Not Invoiced	DDS Legal Support Systems	Client Costs Advanced	Yes	\$196.45
								Total	\$14,896.46