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Attorneys for Defendant
Peak Landscape, Inc.

**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

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER APPROVING SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIMS AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: June 16, 2023

JOINT STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. On June 13, 2023, Plaintiff Timothy Contreras (“Plaintiff”) complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by sending a letter, by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant Peak Landscape, Inc. (“Defendant”) (hereinafter Plaintiff and Defendant are collectively referred to as the “Parties”), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Kevin Lipeles (“Lipeles Decl.”) at ¶ 13; Exhibit “A” to Lipeles Decl.).

2. Plaintiff filed his Class Action Complaint on June 16, 2023, alleging the following 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 records and provide accurate itemized wage statements; (6) failure to pay all wages owed at termination; (7) failure to reimburse business expenses; (8) failure to pay for a uniform maintenance allowance; (9) unlawful deduction of wages; (10) failure to allow inspection of employment records; and (11) unfair competition. (Lipeles Decl. at ¶ 14).

3. Plaintiff filed his First Amended Class Action Complaint on August 17, 2023, adding a claim pursuant to PAGA seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 203, 221, 226(a), 226.3, 226.7, 510, 511, 512, 558, 1194, 1197, 1197.1, 1198 and 2802 (“the Action”). (Lipeles Decl. at ¶ 15).

4. On or about March 14, 2024, Plaintiff dismissed all class action claims against Defendant in the Action.

5. During the course of the litigation, the Parties engaged in informal discovery and shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the action and potential defenses thereto. The Parties have reached this settlement only after such discovery and investigation was performed. (Lipeles Decl. at ¶¶ 16-17).

6. The Parties engaged in direct settlement discussions over the course of several months and reached a settlement of the Action which was memorialized in a PAGA Settlement Agreement and Release signed by all Parties. (Lipeles Decl. at ¶ 19; Exhibit “B” thereto (the “Settlement Agreement”)).

7. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims to be approximately \$188,400 (at the rate of a \$100 penalty for approximately 1,884 total pay periods at issue for approximately 93 PAGA Members during the applicable time frame). (Lipeles Decl. at ¶ 22).

8. Defendant denied and continues to deny any liability to Plaintiff or any other allegedly PAGA Member for any violations alleged in the Action. (Lipeles Decl. at ¶ 20).

9. The amount of the Settlement is \$85,000 which represents 45% of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs. (Lipeles Decl. at ¶ 23).

10. The Parties agree that the settlement amount represents a fair compromise of the claims, including the related costs of litigation and risk. (Lipeles Decl. at ¶¶ 20-23).

11. Based on their extensive experience litigating representative actions, counsel for Plaintiff believes the Settlement here is fair and reasonable and warrants approval by the Court. (Lipeles Decl. at ¶¶ 2-12).

12. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement (attached to the Lipeles Decl. as Exhibit “B”), as permitted by Labor Code § 2699(s)(2), and dismissing this Action with prejudice. (Lipeles Decl. at ¶ 24).

13. 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. (Lipeles Decl. at ¶ 25).

14. Plaintiff has submitted a copy of the PAGA Settlement Agreement, together with this Stipulation and the Declaration of Kevin Lipeles, to the LWDA as required by PAGA. (Lipeles Decl. at ¶ 26; Exhibit “C”).

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IT IS SO STIPULATED.

Dated: November 6, 2025

Respectfully submitted,

LIPELES LAW GROUP, APC

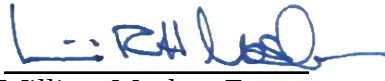
By:


Kevin Lipeles, Esq.
Thomas Schelly, Esq.
Jasmine Badawi, Esq.
Attorneys for Plaintiff

Date: November 6, 2025

LEWIS BRISBOIS BISGAARD & SMITH, LLP

By:


William Mosher, Esq.
Attorneys for Defendant

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3 **ORDER**

4 The Court, having reviewed the Parties' PAGA Settlement Agreement and Release (the
5 "Settlement" or "Settlement Agreement") attached as Exhibit "B" to the concurrently filed
6 Declaration of Kevin Lipeles, together with the Stipulation of the Parties and exhibits attached
7 thereto, hereby ORDERS:

8 1. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for approval of PAGA representative actions under California law.

11 2. The Court approves the penalties to be paid to the PAGA Members and the State of
12 California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further
13 approves all payments to be made to PAGA Counsel, Plaintiff, and the Settlement Administrator,
14 based on the terms of the Settlement.

15 3. The Court approves the attorneys' fees, cost and enhancement amounts authorized
16 by the Settlement.

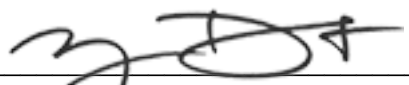
17 4. Upon entry of this Order, the Parties and the Settlement Administrator shall
18 effectuate all terms of the Settlement based on the provisions and timelines set forth in the
19 Settlement Agreement.

20 4. This Action is hereby DISMISSED WITH PREJUDICE.
Dismissal of this matter vacates the November 21, 2025 Case Management Conference.

21 5. This Court shall retain exclusive and continuing jurisdiction of this Action to enforce
22 the Settlement.

23 GOOD CAUSE APPEARING,
IT IS SO ORDERED.

24 Dated: **November 10, 2025**

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HON. YVETTE DURANT
26 JUDGE OF THE SUPERIOR COURT
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