

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.

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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).

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