

LOHR RIPAMONTI LLP
Roberto G. Ripamonti (SBN 259123)
100 Pine Street, #1250
San Francisco, CA 94111
Telephone: (415) 683-7941
Facsimile: (415) 789-4163
Email: roberto.ripamonti@lrllp.com

Attorneys for Plaintiff SUKRU GURLEYEN

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

SUKRU GURLEYEN,

Plaintiff,

v.

IMPERFECT FOODS, INC., Does 1 - 50,

Defendants.

Case No. CGC-20-588067

**JOINT STIPULATION RE REQUEST
FOR DISMISSAL OF PAGA CLAIMS
UNDER CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT; [PROPOSED] ORDER**

DEPT: 206

1 The Parties hereto, Plaintiff Sukru Gurleyen (“Plaintiff”) and Defendant Imperfect Foods,
2 Inc. (“Defendant”), by and through their respective counsel of record, hereby stipulate as follows:

3 1. WHEREAS, on December 1, 2020, Plaintiff filed a Complaint for Damages
4 (“Complaint”) entitled *Sukru Gurleyen v. Imperfect Foods, Inc.*, Case No. CGC-20-588067, in the
5 Superior Court of California for the County of San Francisco. The Complaint alleged claims for
6 Retaliation for Complaints of Unsafe Workplace (Cal. Lab. Code §§ 6310, 6311), Retaliation
7 for Whistleblowing (Cal. Lab. C. § 1102.5), CFRA Retaliation (Govt. Code § 12945.2(1)), and
8 Wrongful Termination In Violation of Public Policy, (collectively, the “Non-PAGA Claims”).
9

10 2. WHEREAS, the complaint also sought civil penalties pursuant to the California
11 Labor Code Private Attorneys General Act of 2004 (“PAGA”) on behalf of himself and
12 Defendant’s other current and former employees in California for claims including retaliation for
13 whistleblowing under §§ 1102.5 and 6310; retaliation for refusal to work in an unsafe
14 environment under 6311; and retaliation for filing an OSHA complaint under §6399.7 (the
15 “PAGA Claim”).

16 3. WHEREAS, Defendant vigorously denies the Non-PAGA Claims, the PAGA
17 Claim, and all allegations in the Action.

18 4. WHEREAS, on or about July 27, 2022, the Parties reached a resolution of the
19 Action and entered into a Memorandum of Understanding setting forth the material terms of the
20 Parties’ settlement.

21 5. WHEREAS, the Parties have memorialized the terms of the settlement, which
22 include a Confidential Settlement Agreement and Release (the “Confidential Settlement
23 Agreement”) that resolve Plaintiff’s Claims alleged in the Action.

24 6. WHEREAS, Labor Code section 2699(1)(2) requires judicial review and approval
25 of any proposed settlement agreement involving a PAGA claim.¹
26

27 7. WHEREAS, Plaintiff and Plaintiff’s counsel concluded, after taking into account
28

¹ The Parties are also concurrently submitting notice of the Settlement to the California Labor Workforce Development Agency (“LWDA”) in compliance with California Labor Code section 2699(1)(2).

1 the sharply disputed factual and legal issues involved in the Action, the risks attending further
2 prosecution, the discovery conducted to date, and the substantial benefits received and to be
3 received pursuant to the Settlement, that the Settlement is in the best interest of all interested parties
4 and beneficiaries.

5 8. WHEREAS, Plaintiff's PAGA claim is based on a single instance of Defendant's
6 alleged whistleblower retaliation against him, and in litigation, Plaintiff did not discover any other
7 similarly aggrieved employees in the course of discovery, and Plaintiff and Plaintiff's counsel have
8 balanced their evaluation of the validity and strength of these asserted claims against the problems
9 of proof, collectability, and the legal standards governing the claims alleged, and found no way of
10 proceeding with the PAGA claims as alleged. Further, having settled his individual claims, is no
11 longer an aggrieved employee under the act.
12

13 9. WHEREAS, similarly, Defendant and Defendant's counsel concluded there were
14 benefits associated with settling. Although Defendant disputes the various allegations and claims in
15 the Action, Defendant took into account the risk attending further defense, the expense, time, and
16 burden of protracted litigation, and the desire to put the controversy to rest, and based on these
17 factors Defendant and Defendant's counsel agreed to the Settlement without any admission of fault
18 or liability.

19 10. WHEREAS, the Parties jointly request that the Court: (a) dismiss with prejudice
20 Plaintiff's *individual* PAGA Claim and Non-PAGA Claims, and (b) dismiss without prejudice the
21 remainder of Plaintiff's PAGA Claim as to all other putative aggrieved employees.
22

23 **IT IS SO STIPULATED.**

24 DATED: August 22, 2022

Respectfully submitted,
LOHR RIPAMONTI LLP

25
26 

27 Roberto Ripamonti
28 Attorney for Plaintiff Sukru Gurleyen

1 DATED: August 22, 2022

DLA PIPER

2
3 _____/s/ Alexandria Cates _____
4 Alexandria Cates
5 Attorney for Defendant Imperfect Foods, Inc.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

Upon review of the foregoing Joint Stipulation Re Dismissal of PAGA Claims Under California Labor Code Private Attorneys General Act entered into by and between the Parties in the above- captioned action, and good cause appearing therefor, IT IS HEREBY ORDERED that the Parties’ PAGA dismissal is approved pursuant to Labor Code § 2699(l). Furthermore, the Court hereby dismisses with prejudice Plaintiff’s individual PAGA Claim and Non-PAGA Claims, and dismisses without prejudice the remainder of Plaintiff’s PAGA Claim as to all other putative aggrieved employees.

DATED: _____

HON. JUDGE
San Francisco Superior Court