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FILED

By Superior Court of California, County of San Mateo

ON 06/20/2024

By /s/ Nelson, Ashlee

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Attorneys for Plaintiff

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

TREY ALEXANDER, on behalf of himself,
the State of California, and all Aggrieved
Employees,

Plaintiff,

vs.

IMPOSSIBLE FOODS, INC.; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23-CIV-05278

*[Assigned for all purposes to Hon. Nicole S.
Healy, Dept. 28]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES,
COSTS, AND INCENTIVE PAYMENT**

Date: June 5, 2024
Time: 2:00 P.m.
Dept.: 28

Complaint Filed: November 3, 2023
Trial date: None Set

1 Having considered Plaintiff Trey Alexander (“Plaintiff”) and Defendant Impossible
2 Foods, Inc.’s (“Defendant”) Settlement Agreement (“Settlement”) and unopposed Motion for
3 Approval of Settlement of Claims Brought under the Private Attorneys’ General Act (“Motion”)
4 and documents and evidence presented in support thereof, the Court **GRANTS** the Motion and
5 orders as follows:

6 Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code, sections
7 2698, *et seq.*, an employee aggrieved by their employer’s alleged Labor Code violations may be
8 authorized to act as an agent of the Labor Workforce and Development Agency (“LWDA”) to
9 bring an action for civil penalties. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64
10 (*Moniz*.) If the aggrieved employee seeks to settle their claims, the trial court must review and
11 approve the settlement. (*Ibid.*) By statute, the LWDA receives 75 percent of the settlement and
12 the aggrieved employees receive the remaining 25 percent. (*Ibid.* [citing Lab. Code, § 2699, subd.
13 (i)].)

14 Courts review proposed PAGA settlements under the same legal standard of “fair,
15 adequate, and reasonable” used in reviewing proposed class action settlements. (*Moniz, supra*, 72
16 Cal.App.5th at p. 76.) The factors to be considered include the strength of the plaintiff’s case, the
17 risks and complexities involved in continuing litigation, the current stage of the litigation, and the
18 settlement amount. (*See ibid.*) Courts must also evaluate a proposed settlement to determine
19 whether it satisfies PAGA’s legislative purposes. (*Id.* at p. 77 [citing cases].) A settlement must
20 be “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
21 violations, deter future ones, and to maximize enforcement of state labor laws.” (*Ibid.* [citing
22 *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546; *Arias v. Superior Court* (2009) 46 Cal.4th
23 969, 980].)

24 The Court has reviewed Plaintiff’s moving papers and finds that the proposed Settlement
25 is fair and reasonable. The parties negotiated the Settlement with the assistance of a neutral
26 mediator. (Declaration of Neil M. Larsen [Larsen Decl.], filed April 24, 2024, ¶¶ 10-12.) The
27 negotiated net settlement of \$98,268.36 is not de minimis and non-reversionary. (*See* Motion, at
28 p. 3 [citing cases approving settlements of \$10,000 or less]; Settlement Agreement, ¶ 9.) While
this penalty may represent a small fraction of Defendant’s total assets, it will serve to further

1 PAGA’s legislative aims. The LWDA was given notice of this action and the Settlement. (Larsen
2 Decl., ¶¶ 9, 34 and exh. 2.) Therefore, in its discretion the Court approves the PAGA Settlement.

3 The LWDA will receive 75% of the settlement, or \$73,701.27. (Lab. Code, § 2699, subd.
4 (i).) The other 25%, or \$24,567.09, will be paid to the aggrieved employees. Aggrieved
5 employees covered by this PAGA Settlement and approval order are all current and former non-
6 exempt employees who worked for defendant in California at any time from September 20, 2021
7 through March 31, 2024. Mot. at p. 1. Following entry of this Order and the Settlement being
8 fully funded, Plaintiff and all Aggrieved Employees will have released all of the Released Claims
9 against the Released Parties, as those terms are defined in the Settlement from September 20,
10 2021 through March 31, 2024.

11 Plaintiff’s counsel is entitled to attorney’s fees pursuant to Labor Code, section 2699,
12 subdivision (g)(1). Counsel represents that they are experienced in wage and hour litigation; and
13 have evaluated the claims, defenses, and risks of litigation. (Larsen Decl., ¶¶ 4-6, 16-26, 28.)
14 Plaintiff’s counsel’s hourly rates are \$375 for the second year attorney, and \$650 and \$675 for
15 senior attorneys, which are reasonable in the Bay Area legal community. (*Id.*, ¶ 29; see also *id.*,
16 ¶¶ 30-32.)

17 Fee awards of approximately one-third of the settlement fund are regularly awarded in
18 class action and representative PAGA cases. The California Supreme Court has approved of the
19 “percentage of the fund” calculation method. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1
20 Cal.5th 480, 506 (Laffitte).) Plaintiff’s counsel requests one-third of the gross settlement fund, or
21 approximately \$55,000. This is confirmed to be reasonable by a lodestar cross-check. (See
22 *Laffitte, supra*, 1 Cal.5th at 503–506; see also *Serrano v. Priest* (1977) 20 Cal.3d 25, 48–49;
23 *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132–1136.) Using the lodestar method of calculation,
24 the attorney’s fees for plaintiff’s counsel would be approximately \$61,790. (See Mot. for
25 Approval of PAGA Settlement, filed April 24, 2024, 18:14–20.)

26 In addition to fees, Plaintiff’s counsel seeks \$3,731.64 in litigation costs. (Larsen Decl., ¶
27 32 & exh. 4.) Plaintiff’s counsel attests that all of the litigation costs were reasonably incurred.
28 (*Id.*, ¶ 32.) The costs appear reasonable and necessary. Further, Defendant is directly reimbursing

1 plaintiff's mediation fee of \$4,500.00, and that cost will not be deducted from the gross settlement
2 fund.

3 The settlement administration costs of \$3,000 are also fair and reasonable. The parties
4 have agreed to utilize the services of ILYM Group, Inc. (ILYM) as the settlement administrator.
5 ILYM is represented to be an experienced settlement administrator, and these costs are reasonable
6 and necessary to implanting the settlement. (See Declaration of Kimberley Sutherland, ILYM
7 Group, filed April 24, 2024, ¶¶ 2-9.)

8 Finally, the Court awards an enhancement payment of \$5,000 to the named plaintiff, Trey
9 Alexander. In his declaration, Plaintiff represents that he has spent at least 30 hours assisting
10 counsel including by discussing case strategy, identifying potential witnesses, collecting
11 documents, and reviewing the settlement agreement. (Declaration of Trey Alexander, filed April
12 24, 2024, ¶¶ 5-6.)

13 **IT IS SO ORDERED.**

14 Dated: _____

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SIGNED

By /s/ Healy, Nicole

By: 06/20/2024

Honorable Nicole S. Healy
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address 1700 W. Burbank Blvd.; Burbank, CA 91506. On the below date, I served a true copy of the foregoing documents described as:

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL
OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS,
AND INCENTIVE PAYMENT**

on all interested parties in this action directed as follows:

Jennifer Svanfeldt (SBN 233248)

GBG LLP

601 Montgomery Street Suite 1150

San Francisco, California 94111

Attorneys for Defendant

Email Addresses:

Jensvanfeldt@gbgllp.com

/ / (BY OVERNIGHT MAIL): I am readily familiar with the firm's practice of collection and processing for overnight delivery. Under such practice, I caused the aforementioned document(s) to be delivered to an overnight courier service, carrier fees paid and deposited in an overnight delivery drop-box and/or delivered to an overnight carrier.

/X / (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on June 10, 2024, at Burbank, California.


Declarant, Denny Baek