

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement and Release

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Trey Alexander (“Plaintiff”), for himself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, on the one hand; and Defendant Impossible Foods Inc. (“IF” or “Defendant”), on the other hand. Plaintiff and IF are collectively referred to herein as the “Parties.”

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement and entering judgment thereon (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the lawsuit entitled Trey Alexander, on behalf of himself and all “aggrieved employees” v. Impossible Foods, Inc., and Does 1 through 10, inclusive, San Mateo Superior Court Case No. 23-CIV-05278, where the initial complaint was filed on November 3, 2023, and alleging claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on the alleged Labor Code violations alleged in Plaintiff’s PAGA notices to the LWDA, which were submitted on or about September 20, 2022 and January 24, 2023 (the “LWDA Letters”). Defendant need not respond to the Complaint. The Parties agree that, by entering into this Settlement Agreement, Defendant is not waiving any of its defenses or objections to claims in the Complaint. The Parties further agree that, if the Court does not grant approval of the settlement, this settlement will have no effect and the Parties will revert to the positions they held prior to June 20, 2023 (including the time remaining in the Parties’ tolling agreement).

2. “Aggrieved Employees” are defined as all current and former non-exempt employees who have worked for IF in California at any time during the PAGA Period.

3. “Complaint” means the Complaint filed on November 3, 2023, initiating the Action.

4. “Court” means the Superior Court of California for the County of San Mateo.

5. “Defense Counsel” or “Counsel for Defendant” means GBG LLP.

6. “General Release Payment” means the amount approved by the Court to be paid to Plaintiff in recognition of his efforts in coming forward as PAGA Representative and participating in the Action, and in consideration of his agreement to the Plaintiff’s Released Claims.

7. “Judgment” means the judgment to be executed and entered by the Court pursuant to this Agreement.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the PAGA Payment.

10. “Maximum Settlement Amount” is the sum of One Hundred Sixty-Five Thousand Dollars (\$165,000.00), which represents the maximum total amount payable under this Settlement Agreement by Defendant (subject to the Escalator Provision, Section III.14 below), except for Plaintiff’s share of the mediator’s fee, which shall be paid separately by Defendant to the mediator pursuant to Section III.2 below. The Maximum Settlement Amount includes the PAGA Payment, LWDA Payment, Court-awarded Attorneys’ Fees (not to exceed one-third of the Maximum Settlement Amount, currently estimated to be \$55,000.00) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed \$5,000.00) to Plaintiff’s Counsel, General Release Payment to Plaintiff in an amount up to \$5,000, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$4,000.00).

11. “PAGA Payment” means the portion of the Maximum Settlement Amount (after deducting Plaintiff’s Counsel’s attorney’s fees and costs approved by the Court, the General Release Payment approved by the Court to Plaintiff and Settlement Administration Costs to the Settlement Administrator) that represents the amount payable to the LWDA and Aggrieved Employees in PAGA civil penalties, 75% of which will be paid to the LWDA and 25% of which will be paid to the Aggrieved Employees. All Aggrieved Employees will receive monetary payment from the PAGA Payment.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Period” means the time period from September 20, 2021 through the Effective Date.

14. “PAGA Released Claims” means any and all claims against Releasees for civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys’ fees, litigation costs, restitution, or equitable relief, which Plaintiff and/or the PAGA Settlement Class had, or may claim to have, that were alleged in Plaintiff’s LWDA Letters and the Complaint, or which could have been alleged based on the facts alleged in the LWDA Letters and the Complaint, including but not limited to claims for PAGA civil penalties predicated on Defendant’s alleged: (a) failure to pay and/or appropriately calculate minimum wage, overtime, or double time wages, (b) failure to provide compliant meal periods and/or pay compliant meal period premiums; (c) failure to authorize and permit compliant rest breaks and/or to pay compliant rest break premiums; (d) failure to provide accurate wage statements; (e) failure to pay timely wages; (g) failure to pay and/or appropriately calculate sick pay; (h) failure to timely pay all wages due at termination; and (i) failure to reimburse business expenses during the PAGA Period. These claims are released by Plaintiff in his representative capacity as authorized proxy and agent for the State of California and the LWDA and as private attorney general acting on

behalf of himself and the Aggrieved Employees. The release of the PAGA Released Claims will be effective when (1) the Effective Date occurs and (2) the full Maximum Settlement Amount is funded by Defendant. The release of PAGA Released Claims shall apply to the duration of the PAGA Period.

15. "Plaintiff's Counsel" means Tuvia Korobkin, Esq., W. Zev Abramson, Esq., and Rijenea Appling, Esq. of Abramson Labor Group, 11846 Ventura Blvd., Suite 100, Studio City, CA 91604.

16. "Plaintiff's Released Claims" means any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, obligations, debts, expenses, damages, judgments, orders and liabilities of whatever kind or nature in state, federal or local law, or based on any constitutional provision, statute or regulation, or in tort, or in contract, equity or otherwise, whether known or unknown, against the Releasees arising from Plaintiff's employment with IF or the cessation of that employment at any time up to and including the date Plaintiff signs this Settlement Agreement, including but not limited to any and all wage and hour and pay related claims under California law, the Fair Labor Standards Act ("FLSA"), federal, state or local laws and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code section 1542, and that were or could have been asserted in this Action, including but not limited to claims for alleged: failure to pay all wages and other compensation; failure to pay overtime wages; failure to pay for all hours worked; failure to timely pay final or other wages; failure to provide meal periods and rest periods; failure to pay premium pay for non-compliant meal and/or rest periods; unauthorized or unlawful deductions from wages and/or failure to keep and furnish accurate itemized wage statements; failure to reimburse business expenses; any other claims for wages, overtime pay, minimum wage, premium pay, civil or statutory penalties, and/or liquidated damages under the FLSA; claims under California's Industrial Welfare Commission Wage Orders; and/or any other claims under the California Labor Code; claims under any and all city and county living wage ordinances; related tort, contract, and punitive damages claims; claims for interest; attorneys' fees; litigation and other costs; expenses; restitution and equitable or declaratory relief and violations of the California Business & Professions Code, section 17200 et seq. and the Fair Employment and Housing Act. With respect to Plaintiff's Released Claims, Plaintiff waives his rights under California Civil Code section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

17. In connection with such waiver and relinquishment. Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, arising from his employment with IF which exist or may exist on their behalf against Releasees at the time of execution of the Agreement. The Parties further acknowledge,

understand and agree that this representation and commitment is essential to each Party and that this settlement would not have been entered into were it not for this representation and commitment. However, and notwithstanding the above, nothing in this agreement shall be construed as a waiver of any rights that Plaintiff otherwise has under any contract or agreement with Defendant, including the right to participate in any of IF's benefits programs, including 401(k) or other retirement benefits, stock option programs, or any other employee benefit program. Nor shall this release or anything else in this agreement be construed to release any claims Plaintiff may have for workers compensation or unemployment benefits, or any other claims that may not be released by law.

18. "Releasees" means Impossible Foods Inc. and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors and third-party staffing agencies, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on their behalf.

19. "Settlement Administrator" means ILYM Group, Inc., a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$4,000.00 ("Settlement Administration Costs").

II. RECITALS

1. Plaintiff Trey Alexander ("Plaintiff") was employed by IF as a non-exempt hourly employee in California from approximately July 2019 through December 2022.

2. On September 20, 2022 and January 24, 2023, Plaintiff sent written notices to the LWDA and Defendant asserting claims, among other things, for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804, and California Industrial Commission Wage Order 1 for failing to pay all earned wages (including minimum wages and overtime wages), failure to provide meal periods and pay compliant meal period premiums, failure to authorize and permit rest periods and to pay compliant rest break premiums, failure to issue accurate itemized wage statements, failing to pay all wages at termination, failure to indemnify/reimburse business expenses, and failure to pay all sick pay wages and compliant sick pay wages.

3. The LWDA did not respond to the LWDA Letters.

4. On May 16, 2023, the Parties participated in a day-long mediation with mediator Phillip Cha, Esq. In preparation for the mediation, Plaintiff's counsel requested and Defendant's counsel provided sample payroll data for the purported aggrieved employees, as well as data points regarding the total number of aggrieved employees, total pay periods worked, and other relevant data points and policy and employment documents. With Mr. Cha's assistance, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff, the State of

California, and the Aggrieved Employees.

5. On November 3, 2023, Plaintiff filed the present Action, San Mateo Superior Court Case No. CIV-23-05278, seeking civil penalties pursuant to PAGA based on the LWDA Letters.

6. Defendant denies all of the allegations in the Complaint, and maintains that it has properly provided meal and rest periods, provided and maintained accurate itemized wage statements, and timely paid all wages due and earned to its non-exempt employees. Defendant denies that it has violated any section of the Labor Code or committed any misconduct, statutory, or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendant denies that this Action could be manageably maintained as a representative action if the action continued to be litigated.

7. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's representative PAGA claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the representative PAGA claim (on behalf of the State of California) against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

8. The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Released Claims, given the strengths and weaknesses of Plaintiff's claims, Defendant's defenses to any liability, and the risk that the Court would significantly reduce any penalties that could be awarded under Labor Code § 2699(e)(2). The Parties have arrived at this settlement after extensive, arm's-length negotiations, taking into account all relevant factors, present and potential.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor any action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** IF shall pay a Maximum Settlement Amount of \$165,000.00 to resolve the representative PAGA claim in this Action. The Maximum Settlement Amount includes the PAGA Payment, Plaintiffs' Counsel's attorney's fees and costs, a General Release Payment to Plaintiff and Settlement Administration Costs to the Settlement Administrator (subject to the Escalator Provision, Section III.14 below). IF shall pay the Maximum Settlement Amount to the Settlement Administrator within 30 days of the Effective Date. IF shall also pay the mediator for Plaintiff's share of the mediation fee by the same deadline.

3. **PAGA Payment.** The Parties agree that the PAGA Payment shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the PAGA Payment shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the PAGA Payment shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for IF in California as non-exempt employees during the PAGA Period ("Individual PAGA Payments").

4. Because each Individual PAGA Payment is a payment to resolve a claim for alleged civil penalties, the Individual PAGA Payment is non-wage income with no tax withholdings to be made, and no employer payroll taxes to be paid, and will be reported by the Settlement Administrator on IRS Form 1099s to the respective Aggrieved Employees and applicable governmental authorities. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel and applicable governmental authorities for the payment of attorney's fees and costs in the amount approved by the Court. Plaintiff and Plaintiff's Counsel each agree to hold Defendant harmless from and against any damage or penalty incurred by Defendant as a result of their failure to pay taxes due on each of their respective portions of the Maximum Settlement Amount.

Neither Plaintiff, Defendant, nor their respective counsel are giving any tax advice in connection with this settlement or any payments to be made pursuant to this settlement. Each Aggrieved Employee agrees to hold harmless Plaintiff, Defendant, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed on his or her Individual PAGA Payment.

5. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to one-third of the Maximum Settlement Amount (currently estimated to be \$55,000.00) ("Attorneys' Fees") and litigation costs and expenses in the amount up to \$5,000.00 incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. The Attorneys' Fees and Litigation Costs payments will be reported by the Settlement Administrator on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **General Release Payment.** Defendant shall not oppose a General Release Payment to Plaintiff in an amount up to \$5,000, subject to approval by the Court (the "Service Award"), in exchange for Plaintiff's general release and in recognition of the service he has provided to the State of California and Aggrieved Employees. The Service Award will be reported by the Settlement Administrator on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to \$4,000.00 to the Settlement Administrator for administering the settlement. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **PAGA Released Claims.** Upon the Effective Date, and the Maximum Settlement Amount being fully funded, Plaintiff, Aggrieved Employees, the State of California and the LWDA shall be deemed to have fully, finally and forever released the Releasees from the PAGA Released Claims during the PAGA Period and will be forever barred from pursuing any and all PAGA Released Claims during the PAGA Period.

8. **Plaintiff's General Release.** Upon the Effective Date and the Settlement being fully funded, and in exchange for the Service Payment, Plaintiff shall be deemed to have fully, finally and forever released Releasees from all Plaintiff's Released Claims.

9. **Non-Reversionary.** This settlement is non-reversionary. No amount of the Maximum Settlement Amount will be retained by or returned to Defendant.

10. **Limited Disclosure and No Publicity.** Except as provided below, and except to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except in court papers or if required by legal process. Plaintiff and his attorneys agree they will not issue a press release or hold a press conference to publish information about the settlement on any website in any way. Plaintiff and his attorney agree to decline to respond to any media inquiries concerning the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Plaintiff's Counsel, after the settlement has been filed with the Court, from truthfully answering questions about the Settlement, or from referring to this settlement in a declaration establishing their qualifications in future cases.

This Settlement Agreement does not waive a Party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual assault or sexual harassment on the part of the other Party to the Settlement Agreement, or on the part of the agents or employees of the other Party, when the Party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Additionally, notwithstanding anything in this Settlement Agreement to the contrary, this Settlement Agreement does not prevent the disclosure of factual information related to a claim filed in a civil action, or a complaint filed in an administrative action, regarding any act of sexual assault; sexual harassment; workplace harassment; any type of discrimination; or other conduct that Plaintiff has reasonable cause to believe is unlawful; failure to prevent an act of workplace assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful; or retaliation against a person for reporting assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful. Finally, notwithstanding anything in this Settlement Agreement to the contrary, nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as assault, harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

11. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.**

Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the settlement and providing Defendant's Counsel with sufficient opportunity to review and propose revision to the Motion or Stipulation prior to filing. The Motion will include a proposed Judgment consistent with the terms of this Settlement Agreement. The proposed Approval Order and Judgment will include a request pursuant to California Code of Civil Procedure § 664.6 that the Court retain continuing jurisdiction over the Action and over all Parties, to the fullest extent necessary to enforce and effectuate the terms and intent of this Settlement Agreement. Plaintiff's Counsel will file the Motion or Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(l).

12. **Nullification of Settlement Agreement.** This Agreement is expressly conditioned upon the Court's granting the Motion and entering the Approval Order and Judgment. In the event that: (i) the Court does not approve the settlement as provided herein; or (ii) the settlement does not become final or for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, may be rendered null and void at the option of either party, and in such case shall be of no force or effect whatsoever and shall not be referred to or used in this or any action, and the Parties will be restored to their original litigation positions prior to execution of their short-form Memorandum of Understanding.. However, prior to exercising the right to terminate the Settlement Agreement, the Parties must meet and confer in good faith in order to obtain Court approval, including but not limited to modifying the settlement in order to address any concerns expressed by the Court.

13. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and the State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement.

14. **Escalator Provision.** The settlement is based on a total of 9,054 pay periods from September 20, 2021 through May 16, 2023. In the event there are additional pay periods that exceed the original total of 9,054 by more than 1,000 (for example, in excess of 10,054) during the PAGA Period, the Maximum Settlement Amount will increase on a pro-rata percentage basis for those pay periods exceeding 9,054 during the PAGA Period. Defendant may, at its sole option, truncate the end of the PAGA Period so that the PAGA Period ends on the date before the number of pay periods exceeds 10,054 (rather than on the Effective Date). In order to exercise this option, Defendant would need to notify Plaintiff's counsel no later than 21 days after the Effective Date.

14. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to object to the settlement after the Court's Approval Order is made or "opt out" from being covered by the settlement and release of claims at any time before or after the Approval Order is made.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties have mutually selected ILYM Group, Inc. to handle the administration of this settlement, subject to approval by the Court.

2. **Notice to Aggrieved Employees.**

a. **Aggrieved Employee Information.** No later than fifteen (15) Court days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, employee ID number, last known mailing address and telephone number, number of pay periods worked for IF in California during the PAGA Period, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. IF will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format satisfactory to the Settlement Administrator, such as a Microsoft Excel spreadsheet.

b. **Mailing of Payments and Notices to Aggrieved Employees.** No later than fourteen (14) calendar days after receipt of the Maximum Settlement Amount from Defendant, the Settlement Administrator will (i) calculate each Aggrieved Employee's payment, (ii) send its payment calculations to Plaintiff's Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount.**

a. Defendant shall fund the Maximum Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, Plaintiff's General Release Payment, the Settlement Administration Costs, and the LWDA Payment by the same deadline as the deadline to distribute Individual PAGA Payments to the Aggrieved Employees. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by IF. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under IF's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any IF benefit plan, policy, or bonus program. IF retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Liability.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement Agreement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement Agreement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such. Plaintiff and Aggrieved Employees are not relying on any statements, representation or calculation by Plaintiff's Counsel, Defendant's counsel, Defendant or the Settlement Administrator in this regard.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance

of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Mateo. The prevailing Party in any such action or motion shall be entitled to recover that Party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The proposed Approval Order and Judgment will include a request pursuant to California Code of Civil Procedure section 664.6 that the Court retain continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to the fullest extent necessary to enforce and effectuate the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of IF and to bind IF to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Released Claims, and have arrived at this settlement 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 settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement 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 Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Phillip Cha and/or the Court to resolve such disagreement.

///

///

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 12/2/2023

By:  DocuSigned by:
Trey Alexander
FE1C1FDF3230448...

DEFENDANT:

Dated: _____

By: _____
Impossible Foods Inc.

APPROVED AS TO FORM:

Dated: 12/2/2023

ABRAMSON LABOR GROUP
By: 
Tuvia Korobkin
Attorneys for Plaintiff

GBG LLP

Dated: _____

By: _____
Jennifer Svanfeldt
Attorneys for Defendant

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

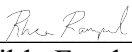
PLAINTIFF:

Dated: _____

By: _____
Trey Alexander

DEFENDANT:

Dated: 12/5/2023

By: _____
DocuSigned by:

Impossible Foods Inc.

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

Dated: _____

By: _____
Tuvia Korobkin
Attorneys for Plaintiff

GBG LLP

Dated: December 5, 2023

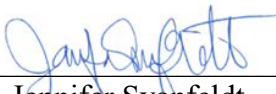
By: 
Jennifer Svanfeldt
Attorneys for Defendant

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Date: / /2023SIMID
NAME
ADDRESSDear Name:

You are receiving this Notice because the Superior Court for the State of California, County of San Mateo, has approved a Settlement Agreement and Release (“Settlement”) of a claim under the California Labor Code Private Attorneys General Act (“PAGA”) in a lawsuit entitled *Trey Alexander v. Impossible Foods, Inc.* The Court has never rendered an opinion about the merit of the claim and Impossible Foods denies them. As part of the Settlement, the Court ordered that a portion of the Settlement proceeds allocated to civil penalties under PAGA be distributed to certain non-exempt employees, including you, after certain portions of the penalties are paid to the State of California according to California law. The PAGA claim seeks civil penalties on behalf of the State of California and for which the State of California receives 75% of any civil penalties collected, with the PAGA Settlement Class (which includes you and other non-exempt employees who worked for Impossible Foods in California at any time from September 20, 2021 through [date]) receiving the remaining 25%). The enclosed check represents your portion of the Settlement. You may deposit or cash the check without any further obligation on your part, and there is no need for you to contact the settlement administrator, the parties, or the Court. The Court-approved Settlement releases claims for civil penalties under PAGA as described in more detail below.

This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Impossible Foods, your decision to cash the check will not affect your employment.

Pursuant to the Settlement and the Court’s Order approving same, Plaintiff Trey Alexander, individually and as the representative acting as a proxy or agent of the California Labor Workforce Development Agency in this Action, agreed to release Impossible Foods Inc. and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors and third-party staffing agencies, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on their behalf (“Releasees”) for any and all claims against Releasees for civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys’ fees, litigation costs, restitution, or equitable relief, which Plaintiff and/or the PAGA Settlement Class had, or may claim to have, that were alleged in Plaintiff’s LWDA Letters and the Complaint, or which could have been alleged based on the facts alleged in the LWDA Letters and the Complaint, including but not limited to claims for PAGA civil penalties predicated on Impossible Foods alleged: (a) failure to pay and/or appropriately calculate minimum wage, overtime, or double time wages; (b) failure to provide compliant meal periods and/or pay compliant meal period premiums; (c) failure to authorize and permit compliant rest breaks and/or to pay compliant rest break premiums; (d) failure to provide accurate wage statements; (e) failure to pay timely wages; (g) failure to pay and/or appropriately calculate sick pay; (h) failure to timely pay all wages due at termination; and (i) failure to reimburse business expenses during the PAGA Period, which is September 20, 2021 through [date]. As noted above, the Court has not rendered an opinion about the merit of these allegations and Impossible Foods denies them.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1- - .