

1 Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
2 Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com;
3 LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
4 Beverly Hills, California 90211
Telephone: (310) 432-0000
5 Facsimile: (310) 432-0001

6 Attorneys for Plaintiff ALEJANDRO ESCOBAR
MORENO

7 Damon M. Ott, Bar No. 215392
dott@littler.com
8 LITTLER MENDELSON P.C.
9 333 Bush Street, 34th Floor
San Francisco, California 94104
10 Telephone: 415.433.1940
Fax No.: 415.399.8490

11
12 P. Dustin Bodaghi, Bar No. 271501
dbodaghi@littler.com
13 LITTLER MENDELSON P.C.
14 18565 Jamboree Road, Suite 800
Irvine, California 92612
15 Telephone: 949.705.3000
Fax No.: 949.724.1201

16 Attorneys for Defendants
17 DELIVERY DRIVERS, INC. AND RESTAURANT
CONNECTION OF SANTA BARBARA, INC.

18
19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF SANTA BARBARA

21 ALEJANDRO ESCOBAR MORENO, on
behalf of himself and other similarly situated,

22 Plaintiff,

23 v.

24 DELIVERY DRIVERS, INC.,
25 RESTAURANT CONNECTION OF SANTA
BARBARA, INC.; and DOES 1 to 100,

26 Defendants.
27
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Case No. 21CV03633

**JOINT STIPULATION REQUESTING
INDIVIDUAL PAGA SETTLEMENT
APPROVAL AND DISMISSAL OF PAGA
ACTION**

ASSIGNED FOR ALL PURPOSES TO JUDGE
COLLEEN K. STERNE

Trial Date: N/A
Complaint Filed: September 13, 2021

1 **STIPULATION OF SETTLEMENT AND REQUEST FOR DISMISSAL**

2 Plaintiff ALEJANDRO ESCOBAR MORENO (“Moreno” or “Plaintiff”) and Defendants
3 DELIVERY DRIVERS, INC. and RESTAURANT CONNECTION OF SANTA BARBARA, INC.
4 (“Defendants”), by and through their counsel of record, jointly seek: (1) the Court’s approval of their
5 Settlement Agreement and the payment described therein resolving Plaintiff’s individual claim for
6 relief under the California Private Attorneys General Act (California Labor Code section 2698 et seq.)
7 (“PAGA”); (2) dismissal of Plaintiff’s individual PAGA claims with prejudice; and (3) dismissal of
8 the representative PAGA claims of aggrieved employees, other than those of Plaintiff, and the State
9 of California without prejudice; and (4) all Parties bearing their respective fees and costs except as
10 expressly provided in the PAGA Settlement Agreement.

11 1. On about September 10, 2021, Plaintiff filed a notice with the Labor and Workforce
12 Development Agency under the California Private Attorneys General Act (California Labor Code
13 section 2698 *et seq.*) (“PAGA”) asserting various alleged Labor Code and wage and hour violations,
14 including California Labor Code sections 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194,
15 1197, 1198, 2802, which was also sent to Defendants (the “PAGA Letter”).

16 2. On September 13, 2021, Plaintiff filed a lawsuit against Defendants in the Superior
17 Court for the County of Santa Barbara, which was designated as Case No. 21CV03633, asserting
18 claims on a PAGA representative basis for civil penalties under California Labor Code Section 2698,
19 et seq., predicated on violations of California Labor Code sections 201-204, 226, 226.3, 226.7, 226.8,
20 510, 512, 558, 1194, 1197, 1198, 2802, applicable IWC Wage Orders and California Code of
21 Regulations, Title 8, section 11000 *et seq.* (the “PAGA Complaint”). Through the PAGA Complaint,
22 Plaintiff has asserted claims on behalf of himself, the State of California, and current and former
23 employees of Defendants in California.

24 3. By way of the PAGA Complaint, the PAGA Letter and otherwise, Moreno has asserted
25 and threatens to assert claims on behalf of himself, the State of California, and other California
26 employees as alleged in the PAGA Complaint.

27 4. Defendants deny any and all liability in the PAGA Complaint. Defendants do not admit
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1 that they ever violated any provision of the California Labor Code, including, but not limited to, those
2 sections for which Plaintiff seeks relief, or of any other law. However, the Parties desire to resolve all
3 of Plaintiff's individual PAGA claims against Defendants and to no longer proceed with this Lawsuit.
4 This Settlement was reached after extensive negotiations and an exchange of relevant information and
5 data. The Parties believe and agree that this individual PAGA Settlement is a fair, adequate, and
6 reasonable resolution of the Action and have arrived at this individual PAGA Settlement in arms-
7 length negotiations, taking into account all relevant factors, present and potential.

8 5. The "Effective Date" of the individual PAGA Settlement is the date by which all of the
9 following have occurred: the Court in this Action approves the individual PAGA Settlement and issues
10 an order dismissing Plaintiff's PAGA Complaint with prejudice as to his own individual PAGA
11 claims, and without prejudice as to Plaintiff's non-individual (i.e., representative) PAGA claim
12 brought on behalf of other aggrieved employees and the State of California.

13 6. The "PAGA Period" means the period from September 10, 2020, to the Effective Date.

14 7. A true and accurate copy of the Parties' PAGA Settlement Agreement for which they
15 seek Court approval is attached as Exhibit 1.

16 8. If approved, the PAGA Settlement will be reported to the LWDA in conformance with
17 Labor Code section 2699(l).

18 9. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
19 including a general release of claims and a Civil Code section 1542 waiver, for which additional
20 consideration is being provided and which is memorialized in a separate Confidential Settlement
21 Agreement and Release.

22 10. In exchange for the consideration outlined in the separate Confidential Settlement
23 Agreement and Release, and the undertakings and covenants undertaken by Defendants in the PAGA
24 Settlement, Plaintiff will release Defendants and all of their current and former direct and indirect
25 parents, subsidiaries, affiliated and related companies and entities, and all of their current and former
26 officers, directors, employees, insurers, reinsurers, attorneys, and agents ("Released Parties") of and
27 from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims
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1 for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of
2 any nature whatsoever, whether known or unknown, suspected or unsuspected, against Released
3 Parties or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns,
4 executors or administrators hereafter can, shall or may have arising under the California Private
5 Attorneys General Act (California Labor Code section 2698 *et seq.*) which includes claims brought
6 under the PAGA predicated upon California Labor Code Sections, 201-204, 226, 226.3, 226.7, 226.8,
7 510, 512, 558, 1194, 1197, 1198, 2802, applicable IWC Wage Orders and California Code of
8 Regulations, Title 8, section 11000 *et seq.* and/or any other California Labor Code provisions that
9 could have been asserted under the PAGA in connection with the PAGA Complaint and/or PAGA
10 Letter ("Released Claims") for the PAGA Period, including but not limited to any claims for penalties,
11 wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released
12 Claims. This release shall have no impact on any other current or former allegedly aggrieved employee
13 of Defendants or the State of California (except as to Plaintiff's PAGA individual claims).

14 11. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall be deemed to
15 have fully, finally, and forever released, relinquished, and discharged each and all of the Released
16 Parties from the Released Claims for the PAGA Period. This release shall have no impact on any
17 other current or former allegedly aggrieved employee of Defendants or the State of California (except
18 as to Plaintiff's PAGA individual claims).

19 12. In consideration for Plaintiff's agreement to settle and release his individual PAGA
20 claim, Defendants agree to pay three thousand dollars and zero cents (\$2,000.00) to settle and release
21 Plaintiff's individual PAGA claims, of which: (1) \$1,500.00 (representing 75% of said \$2,000.00) will
22 go to the Labor & Workforce Development Agency ("LWDA"); and (2) \$500.00 will be payable to
23 Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.
24 Defendants shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14)
25 business days of the Effective Date.

26 13. The Parties have agreed to cooperate in obtaining an Order from the Court approving
27 this PAGA Settlement at the earliest possible date. It is the Parties' intent that this Stipulation and
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1 Proposed Order satisfy the requirements of California Labor Code section 2699(k)(2). However, the
2 Parties agree to use their best efforts to expedite the preparation and submission of whatever additional
3 documents the Court may require, if any, in order to approve this PAGA Settlement. The Parties
4 further agree to fully cooperate in the drafting and/or filing of any further documents or filings
5 reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court
6 relating to, or that are otherwise necessary to the approval and implementation of this Settlement. The
7 Court's approval of the Settlement is a condition of the enforceability of this PAGA Settlement. If the
8 Court should for any reason fail to approve the Settlement, then (a) the Settlement shall be considered
9 null and void, (b) neither the Settlement nor any of the related negotiations or proceedings shall be of
10 any force or effect, and (c) all Parties to the Settlement shall stand in the same position, without
11 prejudice, as if the Agreement had been neither entered into nor filed with the Court.

12 14. The PAGA Settlement and compliance with the PAGA Settlement Agreement shall not
13 be construed as an admission by Defendants of any liability whatsoever, or as an admission by
14 Defendants of any violations of Plaintiff's, nor any allegedly aggrieved employees' rights, violation
15 of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability
16 to Plaintiff or any other Aggrieved Employee for any alleged violation of his/her rights, or for any
17 alleged violation of any order, law, statute, duty or contract.

18 15. Neither the PAGA Settlement nor any of its terms shall be offered or used as evidence
19 by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding;
20 provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received
21 in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

22 16. The PAGA Settlement is executed voluntarily and without duress or undue influence
23 on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

24 17. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as
25 expressly agreed otherwise.

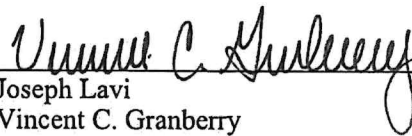
26 18. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to
27 the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable by
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1 the Court and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over
2 all Parties and Aggrieved employees to interpret and enforce the terms, conditions and obligation of
3 the Agreement.

4 **IT IS SO STIPULATED.**

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6 Dated: September 18, 2023

LAVI & EBRAHIMIAN, LLP.

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8 
9 Joseph Lavi
Vincent C. Granberry

10 Attorneys for Plaintiff
11 ALEJANDRO ESCOBAR MORENO

12 Dated: September 25, 2023

LITTLER MENDELSON P.C.

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14 
15 Damon M. Ott
16 P. Dustin Bodaghi

17 Attorneys for Defendant
18 DELIVERY DRIVERS, INC. and
19 RESTAURANT CONNECTION OF SANTA
20 BARBARA, INC.

“EXHIBIT 1”

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Private Attorneys General Act Settlement and Release Agreement (“Agreement”) is made and entered into by Plaintiff Alejandro Escobar Moreno (“Moreno” or “Plaintiff”) and Defendants Delivery Drivers, Inc. and Restaurant Connection Of Santa Barbara, Inc. (“Defendant” or “Company”) (together, the “Parties”).

RECITALS

A. WHEREAS, on about September 10, 2021, Plaintiff filed a notice with the Labor and Workforce Development Agency under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) (“PAGA”) asserting various alleged Labor Code and wage and hour violations, including California Labor Code sections 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2802, which were also sent to Defendants (the “PAGA Letter”);

B. WHEREAS, on September 13, 2021, Plaintiff filed a lawsuit against Defendants in the Superior Court for the County of Santa Barbara, which was designated as Case No. 21CV03633, asserting claims on a PAGA representative basis for civil penalties under California Labor Code Section 2698, et seq., predicated on violations of California Labor Code sections 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2802 (the “PAGA Complaint”). Through the PAGA Complaint, Plaintiff has asserted claims on behalf of himself, the State of California, and others classified as independent contractor drivers by Defendants in California;

C. WHEREAS, Defendants contend that they properly classified Plaintiff as an independent contractor at all times, did not violate any provisions of the California Labor Code, and deny all of Plaintiff’s allegations in the PAGA Complaint, and PAGA Letter;

D. WHEREAS, the Parties desire to fully and finally resolve and settle Plaintiff’s individual PAGA claims;

E. WHEREAS, Plaintiff does not seek to pursue a representative PAGA claim on behalf of other individuals;

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this Agreement, Plaintiff and Defendants agree to the following:

1. **Definition of Released Parties:** References in this Agreement to “Released Parties” shall include Defendants and all of their current and former direct and indirect parents, subsidiaries, affiliated and related companies and entities, and all of their current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents.

2. **Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent:** In conjunction with this Agreement, the Parties are entering into a separate Stipulation for Approval of PAGA Settlement And Dismissal of PAGA Complaint (“PAGA Settlement and Stipulation”) by which the Parties resolve, settle and discharge the PAGA Complaint and the PAGA claim on an individual basis with prejudice and dismissing the remaining representative PAGA claim without prejudice subject to Court approval. This Agreement is contingent upon execution by the Parties and approval by the Court of the PAGA Settlement and Stipulation. The Court’s unconditional approval of the PAGA Settlement and Stipulation approving the PAGA settlement and dismissing the PAGA Complaint as set forth herein

is an express condition precedent to Defendants' and Plaintiff's obligations under this Agreement (including, but not limited to, all payment obligations). If the PAGA Settlement and Stipulation is not unconditionally approved by the Court, then: (1) this Agreement shall be null and void; (2) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

3. **Settlement Payment/Consideration:** In consideration for Plaintiff's agreement to settle and release his individual claim under the PAGA, Defendants agree to pay two thousand dollars and zero cents (\$2,000.00) to settle and release Plaintiff's individual PAGA claim, of which: (1) \$1,500.00 (representing 75% of said \$2,000.00) will go to the Labor & Workforce Development Agency ("LWDA"); and (2) \$500.00 will be payable to Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Counsel for Defendants shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14) business days of the Court granting approval of the PAGA settlement and dismissing the PAGA Complaint. Plaintiff agrees that Defendants' designation of settlement funds in the manner set forth in this paragraph is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff's individual PAGA claim. Defendants' payment set forth in this paragraph shall constitute the entire consideration to be provided to Plaintiff pursuant to this PAGA Settlement Agreement and for resolution of his individual PAGA claim. Plaintiff agrees not to seek any further compensation for any other claimed damage, costs or attorneys' fees in connection with the matters encompassed in this PAGA Settlement Agreement.

4. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the PAGA Settlement and Stipulation, and issues an order dismissing Plaintiff's PAGA Complaint with prejudice as to his individual PAGA claims, and without prejudice as to Plaintiff's representative PAGA claim. Plaintiff represents that he does not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore a dismissal with prejudice on behalf of other alleged "aggrieved employees" is not warranted. To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effect the PAGA Settlement to obtain Court approval for same.

5. **LWDA Notification:** Plaintiff will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(l).

6. **Taxes; Indemnification:** Plaintiff acknowledges and agrees that Defendants have not made any representations regarding the tax consequences of any payment made pursuant to this Agreement. Plaintiff agrees that he is responsible for payment of any and all taxes on the payments made pursuant to this Agreement. Plaintiff further agrees to indemnify, hold harmless and defend Defendants against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against Defendants for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this Agreement. In addition, Plaintiff agrees to pay any and all interest or penalties charged to or assessed against Defendants based on any payment made pursuant to this Agreement.

7. **Release of PAGA Claims:** To the greatest extent permitted by law, Plaintiff individually and on behalf of himself only freely, knowingly and voluntarily releases and forever discharges

Defendants and the Released Parties of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against Released Parties or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) which includes claims brought under the PAGA predicated upon California Labor Code Sections 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2802, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the PAGA Complaint and/or PAGA Letter ("Released Claims") for the time period from September 10, 2020 to the Effective Date, including but not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims through the Effective Date. All such Released Claims (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought.

Nothing in this Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on Plaintiff's behalf pertaining to the claims asserted in the PAGA Complaint and/or PAGA Letter, Plaintiff specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

8. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by Defendant or the Released Parties of liability or of any violation of the rights of Plaintiff or any person, or of any violation of any law, statute, duty or order whatsoever. Defendants and the Released Parties do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendants and the Released Parties specifically disclaim any liability to Plaintiff or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against Defendants or the Released Parties in any subsequent action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

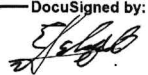
9. **Severance:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable all Released Parties. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

10. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

11. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

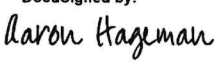
Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date: septiembre 18, 2023

DocuSigned by:

17F85CB6BD6441E...

Plaintiff Alejandro Escobar Moreno

Date: 9/22/2023

DocuSigned by:

64B6255389F44A7...

Representative for Defendant Delivery Drivers, Inc.

Date: 9/21/2023



Representative for Restaurant Connection Of Santa Barbara, Inc.