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FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

10/30/2023

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

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

Plaintiff,

v.

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

Defendants.

Case No. 21CV03633

**[PROPOSED] ORDER STIPULATION
FOR APPROVAL OF INDIVIDUAL
PAGA SETTLEMENT AND DISMISSAL
OF ACTION**

ASSIGNED FOR ALL PURPOSES TO
JUDGE COLLEEN K. STERNE

Trial Date: N/A

Complaint Filed: September 13, 2021

1 Having read and considered the Joint Stipulation Re PAGA Settlement and Dismissal of
2 Lawsuit ("Joint Stipulation") of Plaintiff Alejandro Escobar Moreno and Defendants Delivery Drivers,
3 Inc. and Restaurant Connection Of Santa Barbara, Inc ("Defendants") (collectively the "Parties"), and
4 **GOOD CAUSE APPEARING THEREFOR**, it is **HEREBY ORDERED, ADJUDGED** and
5 **DECREED** as follows:

6 1. The Parties' Joint Stipulation is **GRANTED**;

7 2. The Parties' settlement of Plaintiff's Private Attorneys General Act ("PAGA") claim
8 is **APPROVED** in accordance with the terms of the Joint Stipulation;

9 3. Defendants shall timely make the settlement payment described in the Joint Stipulation
10 (and, upon receipt of the money allocated to the PAGA settlement, Plaintiff's counsel shall cause such
11 amount to be paid to the California Labor and Workforce Development Agency in accordance with
12 the terms of the Joint Stipulation);

13 4. As of the date of this Order (and provided that Defendants satisfy their obligation to
14 pay the settlement payment in accordance with the terms of the Joint Stipulation), by operation of
15 Plaintiff's waiver and release set forth in the Joint Stipulation and pursuant to this Order, Plaintiff shall
16 be deemed to have released Defendants and the Released Parties from all Released Claims for the
17 PAGA Period (and, for purposes of this Order, the capitalized terms shall have the meanings set forth
18 in the Joint Stipulation, which definitions are incorporated by reference herein);

19 5. In accordance with the Parties' Joint Stipulation, Plaintiff's PAGA claim in Plaintiff's
20 capacity as a PAGA "aggrieved employee" is **DISMISSED WITH PREJUDICE** and all PAGA
21 claims on behalf of all other putative PAGA "aggrieved employees" of Defendants (other than
22 Plaintiff) and the State of California (except as to Plaintiff's individual PAGA claims) are hereby
23 **DISMISSED WITHOUT PREJUDICE**;

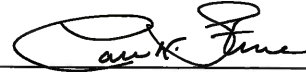
24 6. Except as set forth in the Parties' Joint Stipulation and the Parties' Confidential
25 Settlement and Release Agreement, Plaintiff and Defendants shall bear their own attorneys' fees and
26 costs incurred in connection with the prosecution or defense of this action; and

27 7. Even though this entire action has been, and hereby is, dismissed, the Court shall retain

jurisdiction to enforce the Parties' Joint Stipulation pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: 10/30/2023



HON. COLLEEN K. STERNE
JUDGE, SUPERIOR COURT FOR THE COUNTY
OF SANTA BARBARA