

FILED
Superior Court of California
County of Los Angeles

JAN 13 2022

Hon. R. C. ... Clerk
Alfredo Morales dep.
ALFREDO MORALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL MARKO, JESUS CORONA on
behalf of themselves and others similarly
situated, and as PAGA representatives,

Plaintiffs,

v.

DOORDASH, INC.,

Defendant.

Case No.: BC659841

FINAL APPROVAL ORDER AND
JUDGMENT

This matter (the "Action") came before the Court for hearing on December 22, 2021, pursuant to the (1) Notice of Motion and Motion for Final Approval of Class Action Settlement, filed on November 3, 2021 seeking approval of the Settlement; and (2) Notice of Motion and Motion for Attorneys' Fees, Costs, Expenses and Service Award filed on September 27, 2021.

1 Due and adequate notice having been given to Settlement Class Members; the Court having
2 carefully considered all papers filed and proceedings held herein, including the Settlement
3 Agreement (as defined below), the Memorandum of Points and Authorities in Support of the
4 Motion for Final Approval and associated Declarations; Supplemental Briefings in Support of the
5 Motion for Final Approval and associated Declarations; the Memorandum of Points and
6 Authorities in Support of the Motion for Attorneys' Fees, Costs, Expenses and Service Awards
7 and associated Declarations; Supplemental Briefings in Support of the Motion for Attorneys' Fees,
8 Costs, Expenses and Service Awards and associated Declarations; the Objections to the Settlement
9 and the Motions for Final Approval and for Attorneys' Fees, Costs, Expenses and Services Awards
10 and the responses thereto; the arguments of counsel and objectors, and the records in this case; the
11 Court otherwise being fully informed in the premises; and good cause appearing therefore, IT IS
12 HEREBY ORDERED, ADJUDGED, AND DECREED that:

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14 1. The Court grants the Motion for Final Approval of the Class Action Settlement
15 Agreement (submitted as Exhibit A to the July 11, 2021 Declaration of Todd Friedman in support
16 of Preliminary Approval) ("Settlement Agreement") and grants final approval of the Settlement
17 Agreement. The Settlement Agreement is hereby incorporated herein, and all terms used herein
18 shall have the same meanings of the terms set forth in the Settlement Agreement.

19 2. This Court has personal jurisdiction over the Settlement Classes, all California
20 Settlement Class Members, all Participating Settlement Class Members, the Parties to the Action,
21 the Settlement Administrator and the objectors, and has subject matter jurisdiction to approve the
22 Settlement Agreement.

23 3. The Court confirms its previous certification of the following Settlement Classes,
24 for settlement purposes only, pursuant to section 382 of the California Code of Civil Procedure:

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26 All individuals who entered into an agreement with DoorDash to use the DoorDash
27 mobile application to offer delivery services to customers in California from August 30,
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1 2016 through December 31, 2020, and performed at least one delivery in California from
2 August 30, 2016 through December 31, 2020, excluding all such individuals who have
3 entered into separate settlement agreements with DoorDash to settle and release all of
4 their misclassification-related claims for the same time period.

5
6 All individuals in Massachusetts who entered into an agreement with DoorDash to use the
7 DoorDash mobile application to offer delivery services to customers in Massachusetts from
8 September 26, 2014 through March 31, 2021, and performed at least one delivery in
9 Massachusetts from September 26, 2014 through March 31, 2021.

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11 4. The Court confirms the appointment of Daniel Marko, Jesus Corona, Cynthia
12 Marciano, David Cristini, Manuel Magana, Darnell Austin and Jared Roussel as Representatives
13 of their respective Settlement Class. The Court does not confirm the appointment of Suhail Farran,
14 Dana Lowe, Milos Antic, Kevin Saunders, or Brandon Campbell as Representatives of any
15 Settlement Class. The Court declines to appoint Damone Brown as an additional Representative
16 of any Settlement Class. The Court finds that Daniel Marko, Jesus Corona, Cynthia Marciano,
17 David Cristini, Manuel Magana, Darnell Austin and Jared Roussel have adequately represented
18 their respective Settlement Class.

19 5. The Court awards Service Awards to Representatives of the Settlement Classes as
20 follows: \$7,500 each to Daniel Marko, Jesus Corona, Cynthia Marciano, David Cristini and
21 Darnell Austin; and \$3,750 each to Manuel Magana and Jared Roussel. The Court finds that these
22 Service Awards are fair and reasonable, and orders said Awards to be paid exclusively from the
23 Total Settlement Amount, at the time and in manner set forth in the Settlement Agreement. The
24 Court denies any Service Award to Suhail Farran, Dana Lowe, Milos Antic, Kevin Saunders,
25 Brandon Campbell or Damone Brown.

26 6. The Court confirms the appointment of The Law Offices of Todd M. Friedman, P.C.
27 and Lichten & Liss-Riordan, P.C. as Settlement Class Counsel. The Court does not confirm the
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1 Aegis Law Firm PC, Capstone Law APC, Abye Law Offices, the Graves Firm APC, or the Parris
2 Law Firm as Settlement Class Counsel. The Court declines to appoint Moss Bollinger and
3 Zimmerman Reed as additional Settlement Class Counsel.

4 7. The Court finds that Settlement Class Counsel have adequately represented each
5 Settlement Class.

6 8. The Court awards attorneys' fees of \$20,000,000 to Settlement Class Counsel;
7 \$26,217.42 in litigation-related expenses to Lichten & Liss-Riordan, P.C.; and \$15,805.82 in
8 litigation-expenses to The Law Offices of Todd M. Friedman, each to be paid exclusively from
9 the Total Settlement Amount, at the times and in manner provided in the Settlement Agreement.
10 The Court finds that the awards of attorneys' fees and litigation-related costs are fair and
11 reasonable under the circumstances of the Action, the notice and opportunity to object available to
12 members of the Settlement Class, and the absence of any compelling objections. The Court
13 overrules objections to the attorneys' fees and litigation-related costs awarded. The Court denies
14 approval for the payment of any attorneys' fees or litigation-related costs directly from the Total
15 Settlement Amount to the Aegis Law Firm PC, Capstone Law APC, Abye Law Offices, the Graves
16 Firm APC, the Parris Law Firm, Moss Bollinger or Zimmerman Reed. The Settlement
17 Administrator shall distribute the Class Counsel Award pursuant to the Fee Sharing Agreement
18 among the parties thereto.

19 9. The Court confirms its previous appointment of Simpluris as the Settlement
20 Administrator and finds that it has so far fulfilled its duties under the Settlement.

21 10. The Court orders that a total of \$1,400,000 be paid exclusively from the Total
22 Settlement Amount to the Settlement Administrator as complete and final payment for past and
23 future unreimbursed expenses and fees relating to notice and administration of the Settlement.
24 Payment of this amount shall be made at the times and manner as provided in the Settlement
25 Agreement, including, without limitation, that \$50,000 of the \$1,400,000 is to be paid only out
26 unclaimed funds under Paragraph 10.5 of the Settlement Agreement, prior to distribution to *cy*
27 *pres* recipients.

1 11. The Court orders that \$12,500,000 of the Total Settlement Amount shall be allocated
2 to PAGA Claims under the Labor Code Private Attorneys General Act of 2004. From this amount,
3 75% (\$9,375,000) shall be paid to the Labor and Workforce Development Agency ("LWDA"),
4 and 25% (\$3,125,000) shall be distributed to the California Settlement Class Members pursuant to
5 the Plan of Allocation, at the times and in the manner provided in the Settlement Agreement. Class
6 Counsel shall provide the LWDA with a copy of this Final Approval Order and Judgment within
7 10 days after entry of the same. 12. The Court orders that Settlement Payments be distributed to all
8 Participating Settlement Class Members, calculated in accordance with the Settlement Agreement
9 and paid at the times and in the manner provided in the Settlement Agreement.

10 13. The Court orders Defendant to pay the Total Settlement Amount (\$100,000,000) at the
11 time and in manner provided in the Settlement Agreement.

12 14. Pursuant to California Rule of Court 3.769, the Court approves the Settlement set
13 forth in the Settlement Agreement, and finds that the Settlement Agreement is, in all respects,
14 fair, reasonable, and adequate and in the best interests of each Settlement Classes and Settlement
15 Class Member, and is consistent and in compliance with all requirements of due process and
16 California law. The Court further finds that the Settlement is the result of arm's-length negotiations
17 between experienced counsel representing the interests of the Settlement Class Members, and
18 Defendant, respectively. The Court further finds that the Parties have evidenced satisfactory
19 compliance with the Court's Preliminary Approval Order and other Orders relating to this
20 Settlement. The Settlement shall be consummated pursuant to the terms of the Settlement
21 Agreement, which the Parties are hereby directed to perform at the times and in the manner
22 provided in the Settlement Agreement.

23 15. The Court finds that Class Notice (as defined in the Settlement Agreement) as
24 performed by the Parties and Settlement Administrator, including the form, content, and method
25 of dissemination of the Settlement Class Notice to Settlement Class Members, as well as the
26 procedures followed for locating (when necessary) current street and email addresses for
27 Settlement Class Members for notice purposes: (i) constituted best practicable notice; (ii) was
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1 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
2 pendency of the Action and of their rights in connection with the Settlement, including to exclude
3 themselves or object to the Settlement and to appear at the Final Approval Hearing; (iii) was
4 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
5 notice; and (iv) met all applicable requirements of California Rule of Court 3.769(f) and due
6 process, and any other applicable rules or law.

7 16. The Court finds that the Class Notice and the Parties' and Settlement Administrator's
8 outreach to Settlement Class Members regarding the Settlement was extensive and robust. Among
9 other things, it included individual notice via email (and, as necessary, postal mail) to every
10 member of the Settlement Class for whom contact information was available. From August 26,
11 2021, through September 1, 2021, the Settlement Administrator sent the Settlement Class Notice
12 (with claim submission instructions) by email to 973,345 email addresses of members of the
13 Settlement Classes. For those email messages that were returned as undeliverable, the Settlement
14 Administrator subsequently sent a Settlement Class Notice and a claim form by postal mail.
15 Ultimately, the Settlement Administrator reports that it successfully contacted approximately
16 99.76% of the Settlement Class. Following these initial efforts, the Settlement Administrator sent
17 reminder notices by email and mail including notices sent between October 5, 2021, and October
18 6, 2021, October 30, 2021 and December 15, 2021 and after to all those members of the Settlement
19 Class who had not yet submitted claims. The Settlement Administrator also sent additional
20 reminders via email on September 12 and 13, 2021 and by text and email on October 19, 2021 and
21 October 26, 2021. The Settlement Administrator reports that the "reach rate" of Class Notice was
22 over 99 percent. In addition, the Parties and Administrator maintained a website for the Settlement
23 at www.doordashsettlement.com.

24 17. The Court finds that the Plan of Allocation is fair, reasonable, and adequate. The
25 Plan of Allocation provides monetary recovery, on a pro rata basis, to all members of the
26 Settlement Class who file a timely claim based on their estimated miles (whether by car, walking
27 or biking), awarding double credit to those who opted out of DoorDash's arbitration provision,
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1 initiated arbitration, or who demonstrated in writing an interest in initiating an arbitration demand
2 against DoorDash on or before December 31, 2020. The Court also notes that there is no reversion
3 of any amount of the Total Settlement Fund, maximizing the amount of payments to members of
4 the Settlement Class. Accordingly, the Plan of Allocation is approved.

5 18. The Court has reviewed the Opt-Out List (Exhibit A to the Supplemental Declaration
6 of Denise Islas filed on December 21, 2021), and the Court approves exclusion requests of the
7 persons listed in the Opt-Out List. The persons listed in the Opt-Out List are not bound by the
8 Settlement Agreement or this Judgment, except that to the extent these persons are Aggrieved
9 Employees, they shall be bound by the Settlement and release of PAGA Claims or remedies as
10 provided in the Settlement Agreement. Requests for exclusion by the persons on the Opt-Out List
11 do not apply to the PAGA Claims and are not effective to preclude the release of the PAGA Claims.

12 19. The Court has reviewed the objections to this Settlement and overrules them. The
13 Court notes that despite an extensive and robust Class Notice program and outreach, very few
14 members of the Settlement Class objected. The response to the proposed Settlement has been
15 positive.

16 20. Judgment is entered as to Settlement Class Members' Released Claims, as defined in ¶
17 2.38 of the Settlement Agreement (which definition is incorporated herein by reference) as of the
18 Effective Date.

19 21. Judgment is entered as to Named Plaintiffs' General Released Claims, as defined in ¶
20 2.18 of the Settlement Agreement (which definition is incorporated herein by reference) as of the
21 Effective Date.

22 22. As of the Effective Date, judgment is entered as to the Named Plaintiffs and all of the
23 Settlement Class Members who have not been validly and timely excluded from the Settlement
24 Class as defined in the Settlement Agreement, and their respective heirs, estates, trustees,
25 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and
26 successors, and/or anyone claiming through them or acting or purporting to act for them or on their
27 behalf, regardless of whether they have received actual notice of the proposed Settlement, have
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1 conclusively compromised, settled, discharged, and released the Named Plaintiffs' General
2 Released Claims and Settlement Class Members' Released Claims (as defined in ¶ 2.12 and ¶ 2.38,
3 respectively, in the Settlement Agreement (which definitions are incorporated herein by reference)
4 against Defendant and all the Released Parties, and are bound by the provisions of the Settlement
5 Agreement.

6 23. All California Settlement Class Members, regardless of whether they have been
7 excluded from the Settlement, are bound by this Judgment to the Settlement and are deemed to
8 have fully, finally, or forever waived, released, relinquished, and discharged each and all Released
9 Parties from the PAGA Claims that arose or may be alleged to have arisen at any time from August
10 30, 2016 through December 31, 2020. The Court further affirms that the Labor and Workforce
11 Development Agency's claims for civil penalties pursuant to PAGA, from anytime between
12 August 30, 2016 through December 31, 2020, are also extinguished under the terms of the
13 Settlement Agreement.

14 24. The Settlement Agreement and this Order and Judgment are binding on, and intended
15 to have res judicata and claim preclusive effect in, all pending and future lawsuits or other
16 proceedings: (i) that encompass the Named Plaintiffs' General Released Claims and that are
17 maintained by or on behalf of the Named Plaintiffs and/or his or her heirs, estates, trustees,
18 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and
19 successors, and/or anyone claiming through them or acting or purporting to act for them or on their
20 behalf, and (ii) that encompass the Settlement Class Members' Released Claims and that are
21 maintained by or on behalf of any member of a Settlement Class (not listed on the Opt-Out List)
22 and/or his or her heirs, estates, trustees, executors, administrators, principals, beneficiaries,
23 representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or
24 purporting to act for them or on their behalf, regardless of whether the Settlement Class Member
25 previously initiated or subsequently initiates individual litigation or other proceedings
26 encompassed by the Settlement Class Members'

1 Released Claims, and even if such Settlement Class Member never received actual notice of the
2 Action or this proposed Settlement.

3 25. Pursuant to the agreement of Named Plaintiffs, Class Counsel, Defendant and Defense
4 Counsel all counsel for the Named Plaintiffs are to request dismissal with prejudice of the Named
5 Plaintiffs' pending arbitration and litigation actions against Defendant within 15 days of the
6 Effective Date, except that Marko v. DoorDash, Inc. BC5659841 shall not be dismissed.

7 26. The Court orders that in the event the Settlement Agreement is terminated or
8 disapproved in whole or in part by any court, or the Effective Date for any reason does not occur,
9 the order certifying the Settlement Classes for purposes of effectuating the Settlement Agreement,
10 and all preliminary and/or final findings regarding the Settlement Class, shall be void ab initio and
11 automatically vacated upon notice to the Court. In that event, the Action shall proceed as though
12 the Settlement Classes had never been certified pursuant to the Settlement Agreement and the
13 Court made findings with respect to it. The Action shall revert to the procedural status quo as to
14 the date and time immediately before the execution of the Settlement Agreement, in accordance
15 with the Settlement Agreement. In such event, the Settlement Agreement and the fact that the
16 Parties entered into it shall not be offered, received, or construed as an admission by any Party or
17 of any misrepresentation or omission in any statement or written document approved or made by
18 any Party, or of the certifiability of a litigation class or the appropriateness of maintaining a
19 representative action, as further set forth in the Settlement Agreement.

20 27. Without affecting the finality of this Judgment and Order, the Court reserves
21 jurisdiction over the Named Plaintiffs, the Settlement Classes, the Settlement Class Members,
22 objectors, and Defendant as to all matters concerning the administration, consummation, and
23 enforcement of the Settlement Agreement.

24 28. In accordance with the Settlement Agreement, the Court orders the Administrator to
25 complete the following tasks by the following dates:

26 28. In accordance with the Settlement Agreement, the Court orders the Administrator
27 to complete the following tasks by the following dates:
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1 a) Plaintiffs will provide a copy of this Judgment to the LWDA pursuant to Paragraph
2 3.12 of the Settlement Agreement no later than January 23, 2022.

3 b) This Order will become final, thereby triggering the Effective Date as of March 21,
4 2022.

5 c) No later than April 5, 2022, DoorDash must fully fund the Settlement, assuming
6 the Settlement has not been appealed;

7 d) No later than April 12, 2022, the Settlement Administrator will issue payment of
8 the Class Counsel Award, Service Awards, and PAGA payment to the LWDA.

9 e) By April 20, 2022, Simpluris will issue payments to Settlement Class Members in
10 the manner they elected on their claim form (i.e., paper checks or digital payments) and will send
11 the court-approved language informing Settlement Class Members of their ability to challenge the
12 mileage used as the basis for the calculation of their settlement share;

13 f) Settlement Class Members will have until May 20, 2022 (30 days from the date
14 their payments are mailed or emailed) to challenge the mileage used to calculate their settlement
15 shares.

16 g) Settlement Class Members will have until October 18, 2022 to cash their checks;

17 h) The Settlement Administrator will issue a second round of residual payments
18 pursuant to Paragraph 10.5 of the Settlement Agreement no later than November 18, 2022.

19 i) Settlement Class Members will have until May 18, 2023, to cash their second round
20 of checks.

21 j) The Settlement Administrator will make any payments to the court-approved cy
22 pres recipients no later than June 18, 2023.

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1 29. The Court sets a non-appearance case review re final disposition of funds for 10:00
2 a.m. on July 12, 2023, and orders the Administrator to file a Declaration seven days prior
3 confirming that all payments and tasks required under this judgment have been completed.
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7 Dated: January 13, 2022


AMY D. HOGUE

8 AMY D. HOGUE
9 JUDGE OF THE SUPERIOR COURT
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