

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 7

**BC659841**  
**DANIEL MARKO VS DOORDASH INC**

July 12, 2021  
11:00 AM

Judge: Honorable Amy D. Hogue  
Judicial Assistant: A. Morales  
Courtroom Assistant: T. Bivins

CSR: Jane Hong-Elsey, CSR# 11975  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): Adrian Robert Bacon (Telephonic); Allen Willis Graves (Telephonic); Shannon Erika Liss-Riordan (Telephonic) -- See additional appearances below.

For Defendant(s): Michael J Holecek (Telephonic); Joshua Seth Lipshutz (Telephonic)

Other Appearance Notes: Nicholas Parker (For Defendant by Telephone) Caleb Marker (Observer by Telephone)

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Preliminary Approval of Settlement

The matter is called for hearing.

Court and counsel confer. The parties are ordered to file a fully executed copy of the settlement agreement within 10 days.

The Motion for Preliminary Approval of Settlement filed by Daniel Marko, Jesus Corona, Brock Baker on 04/22/2021 is Granted.

The Order Granting Preliminary Approval of Class Action Settlement is signed and filed this date.

Fairness Hearing is scheduled for 11/30/2021 at 09:30 AM in Department 7 at Spring Street Courthouse.

Looking ahead to the motion for final approval, and particularly the motion for attorney's fees, the Court advises the Parties that as a fiduciary to the class, the Court intends to scrutinize the requested fees to make sure the amount of attorney's fees ultimately awarded is reasonable and fair to the class.

Particularly because this is a "mega settlement" the Court will need to base its decision on a lodestar analysis rather than just a percentage of the total settlement. This means the Court will need to see evidence of hours recorded and work done by all of the attorneys in all of the various firms claiming fees. It also means the Court will need to see this information in sufficient detail to verify that there are no fees requested for duplicative efforts and that the amount of time spent

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on the various tasks was fair and reasonable. The Court cannot fulfill its responsibility as a fiduciary to the class unless the Court has evidence of all time recorded on each case by each timekeeper. To the extent there may be privileged or work product information in the time entries, the parties can either redact the descriptions or submit the time entries under seal. Ideally, the Court would receive the time runs for each timekeeper and also a summary of time spent by each timekeeper on discrete tasks. Please keep in mind that the Court is looking for evidence of time spent to further the interests of the overall class as opposed to time spent to further each Plaintiff's individual case. It would be very helpful if the parties would break out and identify time spent for the greater good versus time spent on each Plaintiff's individual case. The Court will also need to see solid evidence the billing rate claimed by each timekeeper is supported by evidence and fair to the class. If any law firm presents time spent on any prior cases against DoorDash, it will need to justify why that time should be counted in this case.

The Court will also need to see all available evidence as to the amount of fees other courts in California (federal and state) have awarded as fees in the past three years in mega-settlements (settlements in wage and hour class actions for more than \$20 million and in any other class actions for more than \$50 million.) This information can be culled, for example, from Westlaw's reported and unreported cases or from other sources available to the attorneys. Ideally the Court would like to see a chart that identifies each case by name and number, identifies the court awarding the fees, the nature of the class action, the amount of the settlement, the lodestar fees, and the amount of fees awarded by amount and multiplier and percentage of total settlement.

Also please keep in mind that for purposes of awarding enhancements to the class representatives, the Court will be looking to see the work done and time spent on the case by each class representative and evidence distinguishing between time spent on the individual case versus time spent to benefit the overall class.

If the parties have questions for the Court or wish to discuss the motion for final approval with the Court as the parties prepare the motion, please use the bulletin board to jointly request an informal conference.

Counsel for plaintiff shall give notice.

Clerk's Certificate of Service By Electronic Service is attached.

Additional appearances for Plaintiff(s):  
Kitty Kit Szeto (Telephonic)  
Jacqueline S Treu (Telephonic)

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ERM: None

Deputy Sheriff: None

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>
<small>COURTHOUSE ADDRESS:</small> <b>Spring Street Courthouse</b> <b>312 North Spring Street, Los Angeles, CA 90012</b>	<b>FILED</b> Superior Court of California County of Los Angeles <b>07/12/2021</b> <small>Sherri R. Carter, Executive Officer / Clerk of Court</small> By: <u>    A. Morales    </u> Deputy
<small>PLAINTIFF:</small> <b>Daniel Marko et al</b>	
<small>DEFENDANT:</small> <b>Doordash, Inc.</b>	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	<small>CASE NUMBER:</small> <b>BC659841</b>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order entered herein, on 07/12/2021, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Case Anywhere at secure.caseanywhere.com on 07/12/2021 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 07/12/2021

By: A. Morales

Deputy Clerk

1 LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
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3 ADRIAN R. BACON, SBN 280332  
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**FILED**  
Superior Court of California  
County of Los Angeles

JUL 12 2021

Sherri R. Carter, Court Clerk  
By Alfredo Morales deputy  
ALFREDO MORALES

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13 *Attorneys for the Settlement Class*

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF LOS ANGELES

17 DANIEL MARKO, JESUS CORONA,  
18 CYNTHIA MARCIANO, DAVID  
CRISTINI, DARNELL AUSTIN,  
19 MANUEL MAGANA, JARED ROUSSEL,  
SUHAIL FARRAN, DANA LOWE,  
20 MILOS ANTIC, KEVIN SAUNDERS, and  
BRANDON CAMPBELL,

21 Plaintiffs,

22 v.

23 DOORDASH, INC.,

24 Defendant.  
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Case No.: BC659841

**PROPOSED ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Dept.: 7

Trial Date: None Set

Hon. Amy D. Hogue

1 Plaintiffs have filed a Motion for Preliminary Approval of the class action settlement  
2 reached with Defendant DoorDash, Inc. The Court has carefully considered the Settlement  
3 Agreement together with all exhibits thereto, all the filings related to the Settlement, the  
4 arguments of counsel, and the record in this case. The Court hereby gives its preliminary  
5 approval of the Settlement; finds that the Settlement and Settlement Agreement are sufficiently  
6 fair, reasonable and adequate to allow dissemination of notice of the Settlement to the Settlement  
7 Class and to hold a Fairness Hearing; orders the Class Notice be sent to the Settlement Class in  
8 accordance with the Settlement Agreement and this Order; and schedules a Fairness Hearing to  
9 determine whether the proposed Settlement is fair, adequate and reasonable.

10 **IT IS HEREBY ORDERED THAT:**

- 11 1. As used in this Order, the term “Settlement Agreement” refers to the Revised Settlement  
12 Agreement filed with the court on July 11, 2021. The Settlement Agreement is hereby  
13 incorporated by reference in this Order, and all terms or phrases used in this Order shall  
14 have the same meaning as in the Settlement Agreement.
- 15 2. The Court finds that the terms of the Settlement Agreement preliminarily appear to be fair,  
16 reasonable, and adequate, and within the range of possible approval and sufficient to  
17 warrant providing notice to the Settlement Class, when balanced against the probable  
18 outcome of further litigation, given the risks relating to liability and damages. It further  
19 appears that investigation and research has been conducted such that counsel for the  
20 Parties are reasonably able to evaluate their respective positions. It further appears to the  
21 Court that the Settlement will avoid substantial additional costs by all parties, as well as  
22 the delay and risks that would be presented by the further prosecution of the Action, and  
23 that it will provide substantial benefits to Class Members going forward. It appears that  
24 the Settlement has been reached as a result of intensive, arm’s-length negotiations  
25 utilizing an experienced third party neutral mediator.
- 26 3. The Court certifies, for settlement purposes only, the following Settlement Class: “All  
27 individuals who entered into an agreement with DoorDash to use the DoorDash mobile  
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1 application to offer delivery services to customers in California from August 30, 2016  
2 through December 31, 2020, and performed at least one delivery in California from  
3 August 30, 2016 through December 31, 2020 (and excluding all such individuals who  
4 have entered into separate settlement agreements with DoorDash to settle and release all  
5 of their misclassification-related claims for the same time period); All individuals in  
6 Massachusetts who entered into an agreement with DoorDash to use the DoorDash mobile  
7 application to offer delivery services to customers in Massachusetts from September 26,  
8 2014 through March 31, 2021, and performed at least one delivery in Massachusetts from  
9 September 26, 2014 through March 31, 2021.”

- 10 4. The Court appoints as class representatives, for settlement purposes only, Named  
11 Plaintiffs Daniel Marko, Jesus Corona, Cynthia Marciano, David Cristini, Darnell Austin,  
12 Manuel Magana, Jared Roussel, Suhail Farran, Dana Lowe, Milos Antic, Kevin Saunders,  
13 and Brandon Campbell. The Court finds, for settlement purposes only, that the Named  
14 Plaintiffs will adequately represent the Settlement Class.
- 15 5. Pursuant to the Parties’ stipulation, the Second Amended Complaint attached as Exhibit 3  
16 to the Settlement Agreement, is hereby deemed filed.
- 17 6. For settlement purposes only, the Court designates as Class Counsel the law firms of The  
18 Law Offices of Todd M. Friedman, P.C., Lichten & Liss-Riordan, P.C., the Aegis Law  
19 Firm PC, Capstone Law APC, Abye Law Offices, the Graves Firm APC, and the Parris  
20 Law Firm. The Court preliminarily finds that, based on the work Class Counsel have  
21 done identifying, investigating, and prosecuting the claims in this action; Class Counsel’s  
22 experience in handling class actions and claims of this type asserted in this Action; Class  
23 Counsel’s knowledge of the applicable law; and the resources Class Counsel have and will  
24 commit to representing the class, that Class Counsel have represented and will represent  
25 the interests of the Settlement Class fairly and adequately.
- 26 7. Simpluris shall administer the Settlement in accordance with the terms and conditions of  
27 this Order and the Settlement Agreement.
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8. The Court hereby conditionally certifies the proposed Settlement Class and conditionally finds that, solely for the purposes of approving this Settlement and for no other purpose and with no other effect on this litigation, the proposed Settlement Class meets the requirement for certification under section 382 of the California Code of Civil Procedure including that: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of all members is impracticable; (b) there are predominant questions of law or fact common to the Settlement Class, and there is a well-defined community of interest amongst the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Named Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Named Plaintiffs will fairly and adequately protect the interests of the members of the class; (e) a class action is superior to other available methods for an efficient method of adjudication of this controversy through settlement; and (f) Class Counsel is qualified to act as counsel for the Named Plaintiffs in their individual and representative capacities.
9. The Court hereby approves, as to form and content, the Notice of Class Action Settlement. The Court finds that the distribution of the Notice of Class Action Settlement in accordance with the Settlement Agreement meets the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.
10. The Court approves the procedures set forth in the Settlement Agreement and the Notice of Settlement of Class Action for exclusions from and objections to the Settlement.
11. Any Settlement Class Members who wishes to opt out from the Agreement must do so within 60 days of the Notice Date and in accordance with the terms of the Agreement.
12. Any Settlement Class Member who wishes to object to the Agreement may submit a written objection to the Settlement Administrator within 60 days of the Notice Date and in accordance with the terms of the Agreement.



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- 13. Reasonable attempts will be made to update the address of any Class Member whose notice is returned as undeliverable as set forth in the Settlement Agreement.
- 14. The Court directs that a hearing be scheduled for November 30, 2021, at 9:30 a.m. (the “Fairness Hearing”) to assist the Court in determining whether the Settlement is fair, reasonable and adequate; whether Final Judgment should be entered in this Action; whether Class Counsel’s application for fees and expenses should be approved; and whether Class Counsel’s request for enhancement payments to the Named Plaintiffs should be approved. Plaintiffs shall file a Motion for Attorneys Fees no later than 30 days prior to the deadline for Settlement Class Members to opt out of the settlement. Plaintiffs shall file a Motion for Final Approval of Class Action Settlement no later than 15 court days before the hearing.
- 15. The Court hereby preliminarily approves the plan of allocation of the Settlement Fund as described in the Settlement.
- 16. Neither the Settlement, nor any exhibit, document or instrument delivered thereunder shall be construed as or deemed to be evidence of an admission or concession by DoorDash of an interpretation of, any liability or wrongdoing by DoorDash, or of the truth of any allegations asserted by Plaintiffs, Settlement Class Members or any other person.
- 17. If the Settlement is not finally approved, or the Effective Date does not occur, or the Settlement is terminated under its terms, or the Settlement is overturned or modified by the Court or on appeal, then: (a) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable; (b) the Parties shall be deemed to have reverted nunc pro tunc to their respective status as of the day immediately before the Parties entered into the Agreement, with the Parties to meet and confer regarding any discovery or case management deadlines that were pending at the time the Parties stayed litigation, arbitration, or other proceedings; (c) DoorDash shall be refunded any amounts paid pursuant to this Agreement but not yet spent or disbursed; (d) all Orders entered in connection with the Settlement, including the certification of the

1 Settlement Class, shall be vacated without prejudice to any Party's position on the issue of  
2 class certification, or any other issue, in this Action or any other action, and the Parties  
3 shall be restored to their litigation positions existing on the date of execution of Settlement  
4 Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement  
5 and related documentation and orders had not been executed, and without prejudice in any  
6 way from the negotiation or fact of the Settlement or the terms of the Settlement  
7 Agreement. In such an event, this Court's orders regarding the Settlement, including this  
8 Preliminary Approval Order, shall not be used or referred to in litigation, arbitration, or  
9 other proceedings for any purpose. Nothing in the foregoing paragraph is intended to alter  
10 the terms of the Settlement Agreement with respect to the effect of the Settlement  
11 Agreement if it is not approved.

12 18. The Court directs that the following deadlines are established by this Preliminary  
13 Approval Order:

- 14 a. Notice to be Provided to Class Members: August 26, 2021.  
15 b. Plaintiffs' Motion for Attorneys' Fees, Service Awards & Costs: within thirty (30)  
16 days of the Notice Date, or September 25, 2021.  
17 c. Opt-Out Deadline: sixty (60) days after the Notice Date or October 25, 2021.  
18 d. Written Objection Deadline: sixty (60) days after the Notice Date or October 25,  
19 2021. Class Members may also appear and object at the Fairness Hearing without  
20 having submitted a written objection.  
21 e. Claim Deadline: sixty (60) days after the Notice Date or October 25, 2021.  
22 f. Fairness Hearing: November 30, 2021, at 9:30 a.m.

23 19. *The parties must file a fully executed copy of the settlement agreement within 10 days.*  
24 **IT IS SO ORDERED.**

25 Date: 7/12/21

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28 SUPERIOR COURT JUDGE