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9	SUPERIOR COURT OF THE STATE OF CALIFORNIA			
10	FOR THE COUNTY OF LOS ANGELES			
11	DANIEL MARKO, JESUS CORONA, CYNTHIA MARCIANO, DAVID CRISTINI,	Case No	.: BC659841	
12	DARNELL AUSTIN, MANUEL MAGANA, JARED ROUSSEL, SUHAIL FARRAN, DANA LOWE, MILOS ANTIC, KEVIN SAUNDERS, and BRANDON CAMPBELL, Plaintiffs,	Assignd to the Hon. Amy D. Hogue		
13		DECLARATION OF DANA LOWE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT		
14				
15	V.	Date:		
16	DOORDASH, INC.,	Time: Place:	November 30, 2021 9:30 a.m. Department 7	
17	Defendant.		-	
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	DECLARATION OF DANA LOWE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT			

1	DECLARATION OF DANA LOWE			
2	I, Dana Lowe, hereby declare as follows:			
3	1. I am over eighteen years old and unless the context indicates otherwise, I have personal			
4	knowledge of the following facts and if called as a witness, I could and would testify competently to			
5	them. I am the named plaintiff in the action entitled Lowe v. DoorDash, Inc., No. BC715425 (Los			
6	Angeles County Superior Court). I make this declaration in support of the Motion for Final Approval of			
7	Class Action Settlement.			
8	2. I worked as a DoorDash delivery driver in the Los Angeles County, California area from			
9	on or about August 2015 until June 2018. My job consisted of driving around and picking up food, and			
10	often times waiting for it to be ready. Then I delivered the takeout food to the customer. Starting in 2017			
11	I began fulfilling catering orders which required me to not only deliver the order, but to neatly set up the			
12	catering display and make it presentable for customers.			
13	3. On a typical day, I drove for DoorDash from around 10:00 a.m. until 7:00 p.m.,			
14	sometime starting as early as 7:00 a.m. and working as late as 10:00 p.m. I worked approximately 5 days			
15	a week, but sometimes as much as 6 and 7 days a week. On average, I have worked 45 to 50 hours a			
16	week.			
17	4. Throughout my time working for DoorDash I completed over 2000 orders. At first, I			
18	was required to take every single order assigned. Then, after a year or so, DoorDash changed the system			
19	and I was allowed to reject orders. I was able to log off the application whenever I wanted, so long as I			
20	completed the current order that I had ongoing. If I didn't want to complete that ongoing order, because			
21	the restaurant was taking too long for example, I would have to call the Help Center. I was also able to			
22	use my phone and other apps while using the DoorDash Application. If I was on a call, I would not get			
23	assigned any orders while I was on the call.			
24	5. I made deliveries for all types of restaurants and toward the latter half of my			
25	employment also delivered and set up catering orders. Popular restaurants included Tender Greens,			
26	California Chicken Café, Lemonade, Jersey Mikes, and Taco Bell.			
27	6. During my time working for DoorDash, I owned a 2015 Mitsubishi Outlander which I			
28	purchased so I could make deliveries for DoorDash. During the course of working for DoorDash I paid			
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for new tires, new brake pads, other general and routine maintenance, gas, and increased insurance
 premiums for the coverage limits required by DoorDash.

7. DoorDash paid me weekly. When I first started I was paid \$20 per hour plus tips, but
then Door Dash changed it so that I was paid on a per order basis. Over time DoorDash lowered the
amount I was paid per order from \$5 per order to \$1 per order plus tips. I never really understood how
my pay per order was being calculated or how DoorDash decided which tips I was able to keep.

8. I decided to file my lawsuit against DoorDash to redress certain employment-related
grievances that I had against it such as the fact that DoorDash regularly failed to pay its drivers minimum
wages and overtime for all hours worked, failed to reimburse for business expenses, and unfairly
withheld drivers' tips.

9. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Doordash. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff. At my attorneys' request, I thoroughly searched for all documents related to my employment with DoorDash and provided copies of those documents to my attorneys.

17 10. My attorneys provided me with a draft of the Complaint for my review and approval. I
18 closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the
19 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted
20 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
21 prosecuting the claims.

11. My lawsuit was filed on July 26, 2018, in the Superior Court for the County of Los
Angeles. I later agreed to consolidate my action with the *Marciano* action for settlement purposes.

12. I have carefully reviewed the terms of the proposed settlement. My attorneys explained
the specifics of how the settlement would work and I accepted the settlement only after I had spent time
evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
recommendation, and my own review, I believe the settlement is fair and reasonable and adequately
compensates Class Members.

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DECLARATION OF DANA LOWE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

13. In summary, over the course of this litigation I have spent a significant amount of time			
conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement			
and related documents. I estimate that I have spent between 30 and 40 hours assisting my attorneys in the			
prosecution of my lawsuit.			
14. I have worked to the best of my ability to prosecute this action on behalf of the entire			
class, always considering the interests of the class members just as I would consider my own interests. I			
believe class actions are an important tool to assure compliance with the law even where an individual's			
losses may be relatively small. I have no interests which are inconsistent with the interests of the class.			
15. I have not received compensation of any kind in exchange for the general release of my			
claims against DoorDash other than the proposed service award I would receive as part of this			
settlement.			
16. I have been advised in writing that my attorneys, Capstone Law APC ("Capstone"),			
have entered into a fee-sharing agreement with the Law Offices of Todd M. Friedman, P.C. ("TMF").			
Under that agreement, Capstone will receive 3% of TMF's share of court-awarded attorneys' fees. I have			
consented in writing to this agreement.			
I declare under penalty of perjury under the laws of the State of California that the foregoing is			
true and correct. Executed on [Date] 9/27/2021 , at [City] Los Angeles , California.			
DocuSigned by: Dana Lowe			
Dana L ^{2017471AF0EB49A}			
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