

1 Raul Perez (SBN 174687)
 Raul.Perez@capstonelawyers.com
 2 Mark A. Ozzello (SBN 116595)
 Mark.Ozzello@capstonelawyers.com
 3 Brandon Brouillette (SBN 273156)
 Brandon.Brouillette@capstonelawyers.com
 4 Joseph Hakakian (SBN 323011)
 Joseph.Hakakian@capstonelawyers.com
 5 Capstone Law APC
 1875 Century Park East, Suite 1000
 6 Los Angeles, California 90067
 Telephone: (310) 556-4811
 7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Dana Lowe

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 DANIEL MARKO, JESUS CORONA,
 12 CYNTHIA MARCIANO, DAVID CRISTINI,
 DARNELL AUSTIN, MANUEL MAGANA,
 13 JARED ROUSSEL, SUHAIL FARRAN,
 DANA LOWE, MILOS ANTIC, KEVIN
 14 SAUNDERS, and BRANDON CAMPBELL,

15 Plaintiffs,

16 v.

17 DOORDASH, INC.,

18 Defendant.

Case No.: BC659841

Assignd to the Hon. Amy D. Hogue

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

Date: November 30, 2021
 Time: 9:30 a.m.
 Place: Department 7

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DECLARATION OF DANA LOWE

I, Dana Lowe, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am the named plaintiff in the action entitled *Lowe v. DoorDash, Inc.*, No. BC715425 (Los Angeles County Superior Court). I make this declaration in support of the Motion for Final Approval of Class Action Settlement.

2. I worked as a DoorDash delivery driver in the Los Angeles County, California area from on or about August 2015 until June 2018. My job consisted of driving around and picking up food, and often times waiting for it to be ready. Then I delivered the takeout food to the customer. Starting in 2017 I began fulfilling catering orders which required me to not only deliver the order, but to neatly set up the catering display and make it presentable for customers.

3. On a typical day, I drove for DoorDash from around 10:00 a.m. until 7:00 p.m., sometime starting as early as 7:00 a.m. and working as late as 10:00 p.m. I worked approximately 5 days a week, but sometimes as much as 6 and 7 days a week. On average, I have worked 45 to 50 hours a week.

4. Throughout my time working for DoorDash I completed over 2000 orders. At first, I was required to take every single order assigned. Then, after a year or so, DoorDash changed the system and I was allowed to reject orders. I was able to log off the application whenever I wanted, so long as I completed the current order that I had ongoing. If I didn't want to complete that ongoing order, because the restaurant was taking too long for example, I would have to call the Help Center. I was also able to use my phone and other apps while using the DoorDash Application. If I was on a call, I would not get assigned any orders while I was on the call.

5. I made deliveries for all types of restaurants and toward the latter half of my employment also delivered and set up catering orders. Popular restaurants included Tender Greens, California Chicken Café, Lemonade, Jersey Mikes, and Taco Bell.

6. During my time working for DoorDash, I owned a 2015 Mitsubishi Outlander which I purchased so I could make deliveries for DoorDash. During the course of working for DoorDash I paid

1 for new tires, new brake pads, other general and routine maintenance, gas, and increased insurance
2 premiums for the coverage limits required by DoorDash.

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

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

11 9. Prior to filing the action, my attorneys and I had multiple conferences about the factual
12 bases for the claims that I wanted to pursue against DoorDash. During those conferences, my attorneys
13 provided me with an overview of how those claims would be litigated and generally educated me about
14 the nature of complex/representative litigation and my role as the representative Plaintiff. At my
15 attorneys' request, I thoroughly searched for all documents related to my employment with DoorDash
16 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.

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

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

