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Additional Counsel Listed on Following Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiffs,
v.
DOORDASH, INC.,

Defendant.

Case No.: BC659841

*Assigned for all purposes to:
Hon. Judge Amy D. Hogue
Dept.: 7*

**DECLARATION OF SUHAIL FARRAN IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Suhail Farran, hereby declare as follows:

2 1. I have personal knowledge of the facts set forth herein and if called upon to testify, I
3 could and would do so competently under oath. I make this declaration in support of my Motion for
4 Final Approval of Class Action Settlement.

5 **History**

6 2. I worked for DoorDash, Inc. (“Defendant”) as a delivery driver. While I was working
7 there, I felt that many of Defendant’s employees were not being paid correctly and not being provided
8 the breaks that I learned are required by law.

9 3. I collected all the evidence I could find to prove my case, including records of my
10 deliveries, tax documents, earnings statements, and screenshots of “dashes” to show my attorneys how
11 Defendant’s systems worked. I explained how I was not paid for all the time I worked and was not told
12 I could take meal or rest breaks.

13 4. I also found other “dashers” to serve as witnesses for my case and put my attorneys in
14 contact with them.

15 5. Through my attorneys, I filed a class action lawsuit on May 11, 2018, on behalf of myself
16 and all other non-exempt employees who were misclassified as independent contractors by Defendant.

17 6. After filing my case, I learned that I had signed an arbitration agreement. I consulted with
18 my attorneys regarding strategy and decided to fight the arbitration agreement. We spent the next six
19 months fighting the arbitration agreement with multiple rounds of supplemental briefing.

20 7. Eventually, I filed a separate PAGA-only case to try to keep the case alive for my fellow
21 misclassified employees. I had to forego filing my own claims in individual arbitration so that the PAGA
22 case would not get stayed. I again consulted with my attorneys when Defendant raised the arbitration
23 agreement, and decided to fight it. We spent another six months fighting the arbitration agreement in the
24 PAGA case and ultimately prevailed.

25 8. Even though we beat the arbitration agreement in the PAGA case, Defendant appealed the
26 ruling, further delaying my case. While the appeal was pending though, I joined forces with the other
27 pending cases against Doordash to settle all of our claims together.

1 **Work Performed in the Case**

2 9. With respect to the work I performed on the case, I participated in many conversations with
3 my attorneys, providing documents to help prove my claims, provided my attorneys with information
4 related to my working conditions and Defendant’s company structure and operations, among other tasks.

5 10. I spent considerable time searching for documents and sent everything I found to my
6 attorneys. During the course of this case, I contacted my attorneys regularly for updates on the status of
7 the case. Because I have limited resources, I had to travel to send mail through the post office and make
8 copies at place like FedEx.

9 11. I reviewed the settlement agreement and discussed the terms with my attorneys. Based on
10 my review of the settlement terms, conversations with my attorneys, and my understanding of the
11 Defendant’s operations as a former “dasher”, I believe the settlement in the case is fair and adequate and
12 in the best interest of the class covered by the settlement.

13 12. In total, I estimate I spent approximately 70 hours working on this case, and took significant
14 risks in filing two different cases against Defendant.

15 **Risks and Responsibilities of Filing the Lawsuit**

16 13. When I decided to become involved in this lawsuit as a Class Representative for employees
17 of Defendant, I understood that I was not only seeking compensation for myself, but also for all other
18 class members who worked for Defendant, and that by doing so, I would be delaying more immediate
19 recovery available to me through the Labor Commissioner’s office.

20 14. My case was filed over 3 years ago. Instead of trying to seek individual recovery through
21 the Labor Commissioner or individual arbitration, I kept fighting the case for the good of the other
22 misclassified employees.

23 15. I was also made aware that being a Class Representative in a class action filed on behalf of
24 others would subject me to a stigma that is sometimes associated with those who bring these kinds of
25 lawsuits. I was aware that as a Class Representative, I might be responsible for some or all of Defendant’s
26 legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing
27 to go forward and to act on behalf of the class, but I was nervous about losing and having a judgment filed
28 against me for costs, or losing job opportunities in the future.

1 16. I understood that there were risks involved in class action lawsuits. I understood that the
2 lawsuit could continue for several years and require my services and attention the entire length of the
3 lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals, and my case
4 was delayed by an appeal.

5 17. Additionally, the notice of settlement in this case was sent to dashers across the country.
6 The notice informs all of these people that I filed a class action lawsuit against the company. Exposing
7 myself to this kind of publicity creates a risk for my future career prospects, since the recipients of the
8 notice may move to different companies within the industry or may know people at other companies
9 within the industry who do not want to hire someone who sued his employer.

10 **Service Award**

11 18. I believe that I have done everything my attorneys have asked of me, and I have tried to
12 represent the class to the best of my ability. I think my efforts helped to get the result obtained in this
13 case. I understand that I may be entitled to an additional payment for my role as a class representative
14 and my work related to the case. I further understand that this additional payment is not guaranteed and
15 is subject to Court approval.

16 19. Taking into consideration the time I dedicated to this case and the results achieved through
17 the settlement, I believe that the requested award is reasonable. My opinion about the fairness and
18 adequacy of the settlement in the case is not based on this potential payment.

19 20. I am not aware of any interests I have that are adverse to the interests of the proposed Class
20 members, and I do not have any conflicts that would keep me from adequately representing the class. I
21 remain committed to prosecuting this case vigorously on behalf of the Class.

22
23 I declare under penalty of perjury under the laws of the State of California and the United States
24 that the foregoing is true and correct and that this declaration was executed on September 16, 2021 in
25 Irvine, California.

DocuSigned by:
Suhail Farran
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Suhail Farran