

In order to participate in the Class Settlement described below, please visit www.doordashclasssettlement.com to make a claim and enter the following information.

Claimant ID: XXXX Control Number: XXXX

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

Marko v. DoorDash, Inc., Case No. BC659841 (LA Sup. Ct.)

The Court authorized this notice. This is not a solicitation from a lawyer.

Pursuant to the Order of the Superior Court for the State of California for the County of Los Angeles, you are hereby notified that a proposed settlement has been reached in the above-referenced case brought on behalf of the following individuals:

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

The Massachusetts Settlement Class: All individuals in Massachusetts who entered into an agreement with DoorDash to use the DoorDash mobile application to offer delivery services to customers in Massachusetts from September 26, 2014 through March 31, 2021, and performed at least one delivery in Massachusetts from September 26, 2014 through March 31, 2021.

You have been identified by DoorDash records as a member of the Settlement Class. Please read this entire Notice carefully. It may affect your legal rights to money you may be owed.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Share of the Settlement Fund, you must complete and submit a Claim Form, no later than November 1, 2021 . It's a simple form. You can fill-out and submit a Claim Form electronically or by mail, as explained below in paragraph 12 . PLEASE BE ADVISED: Failure to timely submit a completed Claim Form will result in you not receiving ANY monies from the Settlement Fund.
Exclude Yourself from the Settlement (Opt-Out)	If you do desire to retain the ability to seek legal recourse against DoorDash with respect to the claims to be released under the Settlement, you must email or mail a written Request for Exclusion to the Settlement Administrator no later than November 1, 2021 , or else you will be bound by the Settlement and release of DoorDash if the Court grants final approval of the Settlement. Please refer to paragraph #14 below for instructions on excluding yourself. (PLEASE BE ADVISED: all California Class Members, even if they excluded themselves from the Settlement, will release DoorDash from claims under PAGA.)
Object to the Settlement	If you wish to object to all or any portion of the Settlement, you may mail or email a written objection to the Settlement Administrator no later than November 1, 2021 , or make your objection at the Final Approval Hearing. However, if you choose to object, you will remain bound by the Settlement and will release your claims against DoorDash if the Settlement is ultimately approved by the Court. A Class Member can object and submit a Claim Form, but a Class Member cannot object and opt out of the Settlement. Please refer

	to paragraph 15 below for instructions on objecting.
Final Approval Hearing	The Court will conduct a Final Approval Hearing on November 30, 2021 at 9:30 a.m. in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 on whether to give final approval to the Settlement, and to fix the amount of attorneys' fees/costs awarded to Class Counsel and amounts awarded to the Class Representatives for their service in the case. The date, time and place of the Final Approval Hearing may change, so please contact Class Counsel if you desire to observe or participate in the Final Approval Hearing.
Do Nothing	If you do nothing with respect to the Settlement, and the Court grants final approval of the Settlement, you will NOT receive a share of the Settlement Fund and you will be bound by all of the terms of the Settlement, including the release of claims against DoorDash. The only way for you to receive a share of the Settlement Fund is to timely submit a completed Claim Form .
Information About Your Settlement Share	Your share of the Settlement Fund (if you timely submit a valid Claim Form) will be calculated based on the number of miles you drove/traveled in making deliveries using the DoorDash portal. Your mileage will be based on DoorDash's records and the calculation of your mileage and points under the Settlement is contained in paragraph 13 below. If you believe this information is inaccurate, you can dispute your claim amount by contacting the Settlement Administrator by October 18, 2021 , as directed in paragraph 13 .
Want More Information?	Please read this Notice carefully. If you still desire more information, please consult the website created for the Settlement: www.doordashclasssettlement.com ; or contact Class Counsel identified later in this Notice; or you can view the full docket of the case.
If You Move	Please inform the Settlement Administrator of any changes to your mailing address. Failing to provide changes to your mailing address may prevent you from receiving your Settlement payment.

TABLE OF CONTENTS

GENERAL INFORMATION REGARDING THIS NOTICE 4

 Why Was I Sent This Notice?..... 4

 What Is This Lawsuit About? 4

SUMMARY OF THE SETTLEMENT 5

 Who Is Included in the Settlement? 5

 What Are the Important Terms of the Settlement? 5

 What Are My Rights as a Settlement Class Member?..... 8

 Class Counsel..... 11

 Final Settlement Approval Hearing 11

 Getting More Information..... 11

GENERAL INFORMATION REGARDING THIS NOTICE

WHY WAS I SENT THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the cases *Marko v. DoorDash, Inc.* (L.A. Super. Ct., No. BC659841), *Marciano v. DoorDash, Inc.*, Case No. CGC-18-567869 (S.F. Sup. Ct.) and *Austin v. DoorDash, Inc.*, No. 1:17-cv-12498 (D. Mass.) (“*Austin*”). These cases have been consolidated for settlement purposes and are proceeding as part of the *Marko v. DoorDash, Inc.* case. Several other pending cases against DoorDash have also been added to the *Marko* action for settlement purposes, all of which concern the same central allegation that DoorDash has misclassified delivery drivers. These cases include *Magana v. DoorDash Inc.*, Civ. A. No. 4:18-cv-03395-PJH (N.D. Cal.), *Roussel v. DoorDash Inc.*, Case No. CGC-19-572934, *Suhail Farran v. DoorDash, Inc.*, Orange County Case No. 30-2018-00992677-CU-OE-CXC, *Suhail Farran v. DoorDash, Inc.*, Los Angeles County Case No. 19STCV13945, and *Dana Lowe v. DoorDash, Inc.*, BC715425 (L.A. Sup. Ct.), *Saunders v. DoorDash, Inc.*, Civ. A. No. 4:20-cv-05825-DMR (N.D. Cal.), *Saunders v. DoorDash, Inc.*, San Francisco County Case No. CGC-20-58705, and *Campbell v. DoorDash Inc.*, San Francisco County Case No. CGC-19-575383. As described further below, the Second Amended Complaint in this case, filed for settlement purposes, includes claims for expense reimbursement, minimum wage and overtime (for both California and Massachusetts drivers) and for willful misclassification, failure to provide meal and rest breaks, failure to provide itemized wage statements, waiting time penalties, failure to provide all wages when due, unfair competition, and claims under the Private Attorney General Act (for California drivers only). The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class of the Settlement.

You have received this Notice because DoorDash’s records indicate that you are a Settlement Class Member. This Notice is designed to inform you of how you can claim a share of the settlement payment, elect not to participate in the Settlement, or object to the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim they and others who used the DoorDash platform to complete deliveries have been improperly classified as independent contractors by DoorDash, and have sought relief under various California Labor Code provisions, Section 17200 of the California Business and Professions Code, the Fair Labor Standards Act (“FLSA”), the Massachusetts wage laws, and the Private Attorney General Act of 2004 (“PAGA”) on behalf of the state of California and California DoorDash delivery drivers. Plaintiffs primarily seek reimbursement of their necessary business expenses, which they contend is required by both California and Massachusetts law, but they have also brought claims for minimum wage, overtime, and numerous other wage violations.

DoorDash denies Plaintiffs’ allegations and instead contends, among other things, that those who used the DoorDash platform to complete deliveries were correctly classified as independent contractors.

The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement. The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by DoorDash that Plaintiff’s claims have merit or that it has any liability to Plaintiff or the proposed class on the claims in the Action.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You have received this Notice and are included in the Settlement because DoorDash's records show that you fall within the following definitions of Class Members:

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

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

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is \$100,000,000. The Settlement Fund (after certain deductions) will be the source for payments to Class Members who timely submit a valid Claim Form. To be valid, a claim must be filled out completely and submitted by the deadline of **November 1, 2021** as described further in **paragraph 12** below.
2. From this Settlement Fund, the following amounts will be deducted:
 - a. Payment of attorneys' fees and costs to Class Counsel in the amount the Court approves at the Final Approval Hearing -- Class Counsel will request up to 28% of the total Settlement Fund (\$28,000,000). The motion for attorneys' fees/costs and motion for incentive payments (see subparagraph b. immediately below) will be filed on September 28, 2021, and can be obtained from the settlement website as of that date;
 - b. Payment of Incentive awards for the Named Plaintiffs/Class Representatives in the amount the Court approves at the Final Approval hearing -- they will each request \$10,000 for a total of \$120,000. The Named Plaintiffs/Class Representatives are: Daniel Marko, Jesus Corona, Cynthia Marciano, David Cristini, Manuel Magana, Darnell Austin, Jared Roussel, Suhail Farran, Dana Lowe, Milos Antic, Kevin Saunders, and Brandon Campbell;
 - c. Payment to the Settlement Administrator for the costs of administering the Settlement that is not to exceed \$1,350,000 without leave of court; and
 - d. Payment to the State of California for PAGA penalties, in the amount of \$9,375,000.
3. The remaining approximately \$61,155,000 of the Settlement Fund will be distributed to those Class Members who timely submit a Claim Form. Only those who submit a timely and completed Claim Form will receive payment from the Settlement Fund. The Settlement Fund will be allocated to Class Members proportionally based on their miles driven or traveled while completing deliveries through the DoorDash platform. No Class Member who submits a valid Claim Form will receive less than \$10. Based on the Parties' current estimates, the average settlement share could be \$130 based on the anticipated claim rate. Class Members who do not submit a timely and completed Claim Form will still be bound by all the terms of the Settlement unless they opt out, meaning they will release claims against DoorDash for the period covered by the Settlement. **If you want to participate in the settlement and receive your payment, be sure to timely submit your Claim Form!**
4. Unclaimed funds will be re-distributed to all those Class Members who submit valid Claim Forms and whose second

payment would be more than \$20. (No amount of the Settlement Fund will revert to DoorDash). Accordingly, some of the class members who submitted a valid Claim Form will receive a second payment. So be on the lookout for a second payment. After this redistribution of funds to Class Members, any funds that are not claimed by the California Settlement Class Members (for example, if an individual does not timely cash his or her check) will be donated to Legal Aid at Work and any funds that are not claimed by the Massachusetts Settlement Class Members will be donated to Greater Boston Legal Services. These organizations are non-profits that advocate for employees' rights in the workplace.

5. In addition to this monetary payment, DoorDash has agreed to the following non-monetary terms as part of the settlement:
 - i. DoorDash agrees to implement a pay model for California and Massachusetts Dashers that ensures that every dollar that a customer tips will be on top of DoorDash's contribution for that delivery, and the amount DoorDash pays to a Dasher for a delivery will not vary based on the tip amount.
6. You will be bound by this Settlement if it is given final approval by the Court, unless you submit a written Request for Exclusion to the Settlement Administrator, by email or mail by the deadline of **November 1, 2021**. If you do submit a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will not receive any money from the Settlement and will not be bound by the Settlement, except California Class Members will nonetheless release DoorDash from PAGA claims. Otherwise, Class Members who validly exclude themselves will retain rights you may have, if any, to litigate or arbitrate your claims against DoorDash.
7. If the Court does not grant final approval of the Settlement, or does not enter the Final Approval Order or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Class Members will not receive payments. In other words, it will be as if this settlement were never reached; DoorDash will not have to pay any funds or keep any of the promises made as part of the settlement, and Class Members will not release their claims against DoorDash.
8. The Court has appointed Simpluris to act as the Settlement Administrator to administer the Settlement. The Settlement Administrator serves as a neutral, third-party who collects claim forms, requests for exclusion, and objections, adjudicates disputes, calculates payments, mails and reissues checks, and performs other tasks necessary to administer the settlement.
9. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement, such as claims related to allegations of independent contractor misclassification (the "Released Claims"). The release is described below:

Any and all past and present claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or disbursements) including but not limited to those incurred by Class Counsel or any other counsel representing the Plaintiffs or any Settlement Class Members (other than those expressly awarded by the Court in the Class Counsel Award authorized by this Agreement), that are based on or are reasonably related to the claims alleged in the *Marko* Second Amended Complaint and all claims arising out of or relating to the alleged misclassification of Dashers, and specifically including: claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*; California Labor Code sections 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.4, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12,

1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804, 2810.5, and 4553 *et seq.*; the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; the Los Angeles Office of Wage Standards Ordinance, the San Francisco Admin. Code Minimum Wage Ordinance, and any similar state or local ordinances; California Business and Professions Code sections 17200 *et seq.*; Massachusetts General Law ch. 149, §§ 148, 148B; Massachusetts General Law ch. 151, §§ 1, 7; and any other similar state, federal, local, or common law, for unpaid wages, minimum wages, regular wages, tips, gratuities, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, the alleged use of tips to meet any minimum-pay guarantees, all claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest at any time during the Relevant Period, and all claims included in the pending arbitration demands concerning the alleged misclassification of Dashers during the relevant period.

However, the release does not include claims for retaliation (including alleged retaliation based on a driver’s decision to opt out of arbitration), discrimination, wrongful termination, and individual claims filed with the appropriate agency for the recovery of workers’ compensation benefits. The settlement expressly does not release any of Plaintiff Kevin Saunders’ individual, class, and/or representative claims that DoorDash terminated or deactivated the accounts of drivers, including Saunders, because they opted out of the company’s arbitration agreement, and any claims for attorney fees, costs, interest, or penalties based on the that claim.

For Fair Labor Standards Act (“FLSA”) claims, only Settlement Class Members who submit a claim shall be bound by the release of the FLSA claims. **A Settlement Class Member’s signed Claim Form shall serve as that Settlement Class Member’s Consent to Join as a party plaintiff to the FLSA claims and settle their FLSA claims against DoorDash.** The Named Plaintiffs have agreed in advance to release their FLSA claims, in addition to other claims.

All Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release for all claims, except that all Class Members (even those who do opt out) will still release their PAGA claims through December 31, 2020. To be valid, a Claim Form must be signed without any deletion or amendment to its language regarding the release of the FLSA claims and without any deletion or amendment to any other portion.

If you wish to contact the Settlement Administrator, you may do so at (866) 605-3083 or Info@doordashclasssettlement.com.

10. Plaintiffs, as Class Representatives, and Class Counsel, support the Settlement. Their reasons include the risk of being unable to pursue this case as a class action on behalf of all Class Members, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case would be uncertain. Many courts have already enforced DoorDash’s arbitration agreement, which creates significant obstacles for most Class Members to bring actions in court to recover any alleged damages for the violations alleged here. As an alternative to participating in the Settlement, Class Members who opt out and who have arbitration agreements with DoorDash may still pursue individual arbitration against DoorDash to potentially recover alleged damages for the violations; however, Class Counsel recognizes that this may not be an appealing option for many Class Members. Therefore, upon careful consideration of all the facts and circumstances of this case, as well as the potential damages that could be recovered, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

11. If more than 2,500 Class Members validly exercise their right to opt out of the Settlement, DoorDash can elect to terminate the settlement, meaning that it will be as if this settlement were never reached and DoorDash will not have to pay the Settlement Fund, or comply with any obligations made as part of the Settlement, except DoorDash will pay the costs and fees of the Settlement Administrator incurred to that point. If the Settlement is canceled by DoorDash, Class Members will not release their claims against DoorDash.

WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

12. **Directions on How to File a Claim Form:**

This Notice contains a Claim Form that can be mailed or emailed to the Settlement Administrator. Please be sure that your Claimant ID and Control Number (provided below) is on the Claim Form.

To submit a claim electronically, [click on this link](#), or go to www.doordashclasssettlement.com. If you enter the website to submit your Claim Form, your Claimant ID and Control Number will be automatically entered. You should be able to submit a Claim Form in under five minutes. **Class Members are encouraged, but are not required, to submit their Claim Forms through the website.**

Claimant ID: XXXX
Control Number: XXXX

Please contact the Settlement Administrator at (866) 605-3083 or Info@doordashclasssettlement.com if you need assistance, misplaced your Claimant ID or Control Number, or need a paper Claim Form.

13. **Receiving a Settlement Payment:** If you wish to receive any type of payment from this Settlement, you **MUST** submit a valid and timely Claim Form no later **than November 1, 2021**.

Settlement class members will be awarded points proportional to the estimated number of miles driven or traveled while using the DoorDash platform to make deliveries. Most Class Members will receive one (1) point for every estimated mile driven/traveled.

According to DoorDash's records and calculated in accordance with the terms of the Settlement, you will be credited with XXXX miles and XXXX points.

These points do not have a value fixed at a particular dollar amount. The dollar amount of your Settlement payment will vary depending upon many factors, including how many Class Members submit a valid Claim Form and the miles/points represented by those Claim Forms; whether or not you opted out of your arbitration agreement with DoorDash or have filed an arbitration demand, or expressed the intent to do so to DoorDash in writing on or before December 31, 2020 (those Class Members will receive double points); and the amounts ultimately awarded by the Court in attorneys' fees/costs and incentive payments.

The determination of each Class Member's estimated miles driven or traveled will be based on the relevant records that DoorDash is able to identify. If you do not agree with your estimated miles stated above, you can inform the Settlement Administrator by mail or email at any time up to October 18, 2021. To contest your number of miles, you must provide documentation showing that you drove/traveled more miles than estimated in this Notice.

If the Court approves the Settlement, the first set of checks will be sent to all Class Members who submitted valid Claim Forms. The expiration date of these checks will be stated on the checks. They will generally expire after approximately six months (181 days) from the date they are mailed. **You must cash your check prior to this date, or you will permanently lose the money represented by the check.**

After the first round of payments, some Class Members who submitted a valid Claim Form will also receive a second check if they are entitled to \$20 or more. The expiration date of these checks will be stated on the checks. They will

generally expire after approximately 181 days from the date they are mailed. **You must cash your check prior to this date, or you will permanently lose the money represented by the check.**

If you misplace your check prior to the expiration date, please notify the Settlement Administrator at (866) 605-3083 or Info@doordashclasssettlement.com.

You can make arrangements with the Settlement Administrator to have your payments sent via Venmo, PayPal, or Zelle, if you provide the necessary information to the Settlement Administrator at (866) 605-3083 or Info@doordashclasssettlement.com.

Settlement payments will be reported by the Settlement Administrator to the applicable governmental authorities on IRS Forms 1099. You are solely responsible to pay all taxes, interest and penalties on all settlement payments you receive. Neither the Parties, their counsel, the Settlement Administrator, nor the Court is providing you with any tax or financial advice. You should consult with your accountant or tax preparer with any questions regarding your settlement payment.

14. **Excluding Yourself from the Settlement (Opt-Out):** If you wish to exclude yourself from the Settlement, you must mail or email by the deadline stated below a Request for Exclusion to the Settlement Administrator. The Request for Exclusion must include: (1) the Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Class Member or the Legally Authorized Representative of the Class Member who is not the Class Member's counsel). Signatures may be physical ("wet ink") signatures or electronic signatures, if there is an electronic certificate authenticating the signature and IP address, such as that provided by DocuSign.

Alternatively, if the Request for Exclusion is emailed from the email address associated with the Settlement Class Member's DoorDash Dasher account, the requirement to sign the Request is waived. If you no longer have access to the email address linked to your Dasher account, you can log into your Dasher account and update your contact information with your new email address.

Nothing about the Settlement's opt-out procedure prevents counsel (a) from reviewing the Settlement with the client, (b) from advising the client on whether participating in or opting out of the Settlement is in the client's (as opposed to counsel's) best interest, or (c) from preparing the opt-out request for their client to sign (e.g., including the requisite information such as the Settlement Class Member's name, address, and telephone number, and a clear and unequivocal statement that the individual wishes to be excluded). A Request for Exclusion that does not fulfill these requirements will be deemed invalid.

The Request for Exclusion must be completed, signed, and mailed or emailed to the Settlement Administrator's address or email address identified elsewhere in this Notice, **no later than November 1, 2021**. If your Request for Exclusion is timely but defective, the Settlement Administrator will attempt to reach out to you prior to the deadline, time permitting, so that you can fix any errors.

A Class Member who does not return a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, regardless of whether he or she has objected to the Settlement. Requests for Exclusion must be exercised individually by the Class Member (or their Legally Authorized Representative who is not the Class Member's counsel), even if the Class Member is represented by counsel. Attempted collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a payment or be bound by the Settlement, **except that all California drivers will release DoorDash from future PAGA claims**. Otherwise, a person who submits a complete and timely Request for Exclusion will retain the rights, if any, to pursue at his or her own expense a claim against

DoorDash.

If a Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected. If a California Class Member submits both a valid Claim Form and a Request for Exclusion, the Class Member will be given an opportunity to clarify his or her response.

There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.

15. **Objecting to the Settlement:** If you have any problems, complaints or issues about any aspect of the Settlement, you may mail or email a written objection to the Settlement Administrator no later than the below deadline. You may also attend the Final Approval Hearing and make your objection to the Court at that time, without submitting a written objection to the Settlement Administrator. If you choose to object to any aspect of the Settlement (including to the Settlement itself, the request for attorney's fees/costs, or the requests for incentive awards), you can still submit a Claim Form; however, you cannot object and opt out of the Settlement. If a Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected. If you choose to object, you will remain a Settlement Class Member and will be deemed to have released the right to pursue any independent remedy against DoorDash for the claims being released in the Settlement.

All written objections and supporting papers must be mailed or emailed to the Settlement Administrator at the Settlement Administrator's mailing address or email address stated elsewhere in this Notice, no later than **November 1, 2021**. Written objections should contain at least the following: (1) a clear reference to the case, which is *Marko v. DoorDash, Inc.*, Case No. BC659841 (LA Sup. Ct.) in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. BC659841; (2) your name, current address, and telephone number; (3) a description of why you believe the settlement is unfair; and (4) a physical (wet ink) signature by the objecting class member if the request is being mailed. A signature is not required on an emailed objection provided that it is sent from the email address associated with the Class Member's DoorDash Dasher account.

16. **Participating in the Final Approval Hearing:** The Court will conduct a Final Approval Hearing on **November 30, 2021** at 9:30 a.m. Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 on whether to give final approval to the Settlement, and to fix the amount of attorneys' fees/costs awarded to Class Counsel and amounts awarded to the Class Representatives for their service in the case. The date, time and place of the Final Approval Hearing may change, so please contact Class Counsel if you desire to observe or participate in the Final Approval Hearing. You may also appear at the Final Approval Hearing remotely.

You may appear and object at the Final Approval Hearing in person, remotely or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing, if you wish to do so. If the Court overrules your objection and gives final approval to the Settlement, you will be bound by the terms of the Settlement as approved and receive a payment from the Settlement if you submitted a valid Claim Form.

17. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.

18. **The Settlement Administrator's Address & Email Address.** You may send a paper Claim, Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

Marko v. Door Dash
P.O. Box 26170
Santa Ana, CA 92799
Email: Info@doordashclasssettlement.com

CLASS COUNSEL

Contact information for Class Counsel is provided below:

Todd M. Friedman
Law Offices of Todd M. Friedman
1901 Harrison Street, Suite 1100
Oakland, CA 94612
Phone: (877) 619-8966

Shannon Liss-Riordan
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Phone: (617) 994-5800
claims@llrlaw.com, Firm Settlement Administrator

FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for 9:30 a.m. on November 30, 2021, in the Superior Court for the County of Los Angeles, Department 7, 312 North Spring Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Enhancement Payment and the Class Counsel Award and Costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above), visit the Settlement website at www.doordashclasssettlement.com, or contact the Settlement Administrator at (866) 605-3083. Notice of entry of final judgment will be provided on the Settlement website.

You can also view the full docket of the case for free on the Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. From there, type in the Case Number BC659841 and select Stanley Mosk Courthouse. You will see the "Register of Actions" page, where you can view all the motions and court orders that have been filed in this case. Accessing the court's docket online is free.

PLEASE DO NOT TELEPHONE THE COURT, DOORDASH OR DOORDASH'S COUNSEL FOR INFORMATION! YOU MAY CALL THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL LISTED ABOVE.

Dated: August 26, 2021.
By Order of the Court