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Attorneys for Defendant DOORDASH, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MANUEL MAGANA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

CASE NO.

**DEFENDANT'S NOTICE OF REMOVAL OF
CLASS ACTION**

[Removal from the Superior Court of California,
County of San Francisco, Case No. CGC-18-
566404]

Action Filed: May 8, 2018

**TO THE CLERK OF THE ABOVE-TITLED COURT AND TO PLAINTIFF MANUEL
MAGANA AND HIS COUNSEL OF RECORD:**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1441, 1446, and 1453, and in accordance with 28 U.S.C. §§ 1331, 1332, 1367, and 1711, Defendant DoorDash, Inc. (“DoorDash” or “Defendant”) hereby removes this action—with reservation of all defenses and rights—from the Superior Court of the State of California for the County of San Francisco, Case No. CGC-18-566404, to the United States District Court for the Northern District of California, San Francisco Division.

Removal is proper on the following grounds

I. TIMELINESS OF REMOVAL

1. Plaintiff Manuel Magana filed a Complaint for Declaratory Relief, Damages, and Injunctive Relief on behalf of a putative class against Defendant on May 8, 2018, in San Francisco County Superior Court. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the Docket Sheet, Summons, Complaint, Civil Case Cover Sheet, and Plaintiff’s Proof of Service, are attached as Exhibits A–E to the Declaration of Theane Evangelis (“Evangelis Decl.”) filed concurrently herewith.

2. Plaintiff served Defendant, through Defendant’s agent for service of process, Registered Agent Solutions, Inc., with the Summons and Complaint on May 10, 2018. *See* Evangelis Decl. Ex. E. This notice of removal is therefore timely pursuant to 28 U.S.C. § 1446(b) because it is filed within 30 days after service was completed. *See* 28 U.S.C. § 1446(b); Fed. R. Civ. P. 6(a)(1).

II. SUMMARY OF PLAINTIFF’S ALLEGATIONS AND GROUNDS FOR REMOVAL

3. Removal is proper pursuant to 28 U.S.C. §§ 1441 and 1453 because this Court has subject matter jurisdiction over this action and all claims asserted against Defendant pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).

4. CAFA applies “to any class action before or after the entry of a class certification order by the court with respect to that action.” 28 U.S.C. § 1332(d)(8). This case is a putative “class action” under CAFA because it was brought under a state statute or rule, namely California Code of Civil Procedure § 382, authorizing an action to be brought by one or more representative persons as a class action. *See* 28 U.S.C. § 1332(d)(1)(B); *see also* Compl. ¶¶ 23–31.

1 5. Plaintiff alleges in the Complaint that he “brings this case as a class action pursuant to
2 California Code of Civil Procedure § 382 on behalf of all DoorDash delivery drivers who have
3 worked for DoorDash in California.” Compl. ¶ 23.

4 6. Plaintiff’s Complaint alleges violations of California Labor Code §§ 2802, 226.8,
5 1197, 1194, and 226(a), and California’s Unfair Competition Law (“UCL”), based on alleged
6 misclassification of “DoorDash delivery drivers” as independent contractors. *See* Compl. ¶¶ 32–36.

7 7. Plaintiff seeks declaratory relief, “compensatory damages, including all expenses and
8 wages owed,” “pre- and post-judgment interest,” “attorneys’ fees, costs, and expenses,” and
9 “[i]njunctive relief in the form of an order requiring Defendant to comply with the California Labor
10 Code.” Compl. at 9.

11 8. Under CAFA, federal courts have original jurisdiction over class actions where the
12 amount in controversy exceeds \$5 million in the aggregate for the entire class, exclusive of interest
13 and costs; the putative class action contains at least 100 members; and any member of the putative
14 class is a citizen of a state different from that of any defendant. *See* 28 U.S.C. §§ 1332(d)(2),
15 (d)(5)(B), and (d)(6).

16 9. Defendant denies any liability as to Plaintiff’s individual claims and as to the claims of
17 the putative class members. Defendant expressly reserves all of its rights, including, but not limited
18 to, its right to file motions to compel arbitration and motions challenging the pleadings. However, for
19 purposes of meeting the jurisdictional requirements for removal *only*, Defendant submits on a good-
20 faith basis that this action satisfies all requirements for federal jurisdiction under CAFA because, as
21 set forth below, the allegations in the Complaint identify a putative class of more than 100 members,
22 establish the minimum diversity of citizenship required under CAFA, and put in controversy more
23 than \$5 million in the aggregate for the entire class, exclusive of interest and costs. *See* 28 U.S.C.
24 §§ 1332(d)(2), (d)(5)(B), and (d)(6).

25 **A. The Putative Class Consists Of More Than 100 Members**

26 10. Plaintiff’s putative class encompasses “all DoorDash delivery drivers who have
27 worked for DoorDash in California.” Compl. ¶ 23. Plaintiff’s Complaint explains that this putative
28 class encompasses independent contractors who contracted with DoorDash to perform deliveries in

California using the DoorDash online platform (“Dashers”), even though Dashers do not “work for” DoorDash, because Plaintiff contends that Dashers should be classified as DoorDash employees. Compl. ¶¶ 23–24. DoorDash has a good-faith basis to believe, and on that basis avers, that during the period of July 1, 2017 to May 31, 2018 alone, there are more than 10,000 people who have contracted with DoorDash to perform deliveries and who performed at least one delivery in California using the DoorDash online platform. *See* Declaration of Cody Aughney (“Aughney Decl.”) ¶ 5.¹ Accordingly, while Defendant denies that class treatment is permissible or appropriate, based on the Complaint’s allegations the proposed class plainly consists of more than 100 members.

B. The Amount Placed in Controversy Exceeds \$5 Million

11. Although Defendant denies that Plaintiff’s claims have any merit and disputes that Plaintiff is entitled to any of the sums sought in the Complaint, Defendant avers, for the purposes of meeting the jurisdictional requirements for removal only, that Plaintiff’s requested monetary recovery exceeds \$5 million.

12. Plaintiff’s allegations—if accepted—would place in excess of \$5 million in controversy, exclusive of interest and costs. *See Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 399 (9th Cir. 2010) (“In determining the amount [in controversy], we first look to the complaint.”).

13. As demonstrated below, the \$5 million threshold is easily met by considering only a subset of Plaintiff’s claims and damages theories.

14. DoorDash reserves the right to show that Plaintiff’s other claims and damages theories also place more than \$5 million in controversy, should Plaintiff challenge this removal requirement in a motion to remand.

15. Mileage Expenses. Plaintiff brings a claim under California Labor Code § 2802 for “Expense Reimbursement,” and alleges that “DoorDash does not reimburse delivery drivers for any expenses they may incur while working for DoorDash, including, but not limited to the cost of

¹ The Notice of Removal “need not contain evidentiary submissions,” and DoorDash reserves its right to submit additional evidentiary support in the event that Plaintiff moves for remand. *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 551 (2014).

1 maintaining their vehicles, gas, insurance, and phone and data expenses for running the DoorDash
2 Application.” Compl. ¶ 19.

3 16. Plaintiff’s claims for reimbursement for mileage expenses alone put more than \$5
4 million in controversy.

5 17. The Internal Revenue Service’s current standard mileage rate used to calculate the
6 deductible costs of operating an automobile for business purposes is 54.5 cents per mile. *See 2018*
7 *Standard Mileage Rates*, Internal Revenue Service, <https://www.irs.gov/pub/irs-drop/n-18-03.pdf>.

8 18. DoorDash has a good-faith basis to believe, and on that basis avers, that, during the
9 period of July 1, 2017 to May 31, 2018 alone, the aggregate number of miles driven by Dashers in
10 California as part of their delivery services, including miles driven to each restaurant to pick up
11 orders and the miles driven from the restaurant to the drop-off location, far exceeds 10 million miles.
12 Aughney Decl. ¶ 6.

13 19. DoorDash denies that Plaintiff or any putative class member is entitled to
14 reimbursement for any expenses. DoorDash further denies that the Internal Revenue Service’s
15 standard mileage rates provide the appropriate metrics for determining the amount or size of
16 reimbursements under California Labor Code § 2802. However, applying the current Internal
17 Revenue Service reimbursement rate, for the purposes of meeting the jurisdictional requirements for
18 removal *only*, the amount placed in controversy by the class allegations concerning mileage-related
19 expenses alone exceeds \$5 million.

20 20. Attorneys’ Fees. Plaintiff’s request for attorneys’ fees places additional money in
21 controversy. Plaintiff seeks “attorneys’ fees, costs and expenses incurred in bringing this action.”
22 Compl. ¶ 36.

23 21. Under Ninth Circuit precedent, the benchmark commonly used for the award of
24 attorneys’ fees is 25% of the common fund. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th
25 Cir. 1998); *Jasso v. Money Mart Express, Inc.*, No. 11-CV-5500-YGR, 2012 WL 699465, at *7 (N.D.
26 Cal. Mar. 1, 2012).

27 22. DoorDash denies that any such attorneys’ fees are owed to Plaintiff or the putative
28 class and reserves the right to contest the application of the 25% benchmark in this case. However,

for purposes of this jurisdictional analysis *only*, DoorDash relies on Plaintiff's allegations that attorneys' fees are owed. Applying the 25% benchmark to the allegations in the Complaint, Plaintiff's request for attorneys' fees places at least an additional \$2 million in controversy.

23. For the foregoing reasons, this action meets the jurisdictional minimum amount in controversy. *See Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015) (quoting *Dart Cherokee*, 135 S. Ct. at 554) ("'[A] defendant's notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold,' and need not contain evidentiary submissions."); *Lewis*, 627 F.3d at 401 (citing *Spivey v. Vertrue, Inc.*, 528 F.3d 982, 986 (7th Cir. 2008)) ("[O]nce the proponent of federal jurisdiction has explained *plausibly* how the stakes exceed \$5 million . . . then the case belongs in federal court unless it is legally impossible for the plaintiff to recover that much.") (emphasis added).

C. Minimal Diversity Exists Because The Putative Class Includes Non-California Citizens

24. The minimum diversity of citizenship criterion under CAFA is met if the plaintiff or "any member" of the putative class "is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A).

25. Plaintiff alleges that he is a resident of California and that DoorDash "is headquartered in San Francisco, California." Compl. ¶¶ 3–5. Plaintiff seeks to represent a class of "all other individuals who have worked as delivery drivers for DoorDash throughout California," without regard to citizenship. *Id.* ¶ 4. DoorDash avers, for the purposes of removal only, that the putative class includes individuals who are citizens of other states.

26. Because the putative class purports to encompass anyone who worked in California, common sense dictates that the putative class includes people who are not citizens of California. *See Broadway Grill, Inc. v. Visa Inc.*, 856 F.3d 1274, 1279 (9th Cir. 2017) (proposed class of "California merchants" included merchants that were not California citizens); *Brinkley v. Monterey Fin. Servs., Inc.*, 873 F.3d 1118, 1121 (9th Cir. 2017) (proposed class of people who made certain phone calls in California "[b]y its terms . . . includes individuals who were physically located in, but were not residents of, California"); *In re Sprint Nextel Corp.*, 593 F.3d 669, 673 (7th Cir. 2010) (proposed

1 class of state “residents” includes temporary residents like “college students” who are citizens of
 2 “other states”); *Hargett v. RevClaims, LLC*, 854 F.3d 962, 965 (8th Cir. 2017) (state “residents” are
 3 not state “citizens” under CAFA).

4 27. DoorDash avers, for the purposes of removal, that many Dashers who have performed
 5 deliveries in California are not citizens of this State. Such Dashers include college and graduate
 6 students who are citizens of other States, those who have moved out of State, those who stay in
 7 California only seasonally, and others whose permanent citizenship is outside of California.

8 28. “Under CAFA there is sufficient diversity to establish federal diversity jurisdiction so
 9 long as one class member has citizenship diverse from that of one defendant.” *Broadway Grill*, 856
 10 F.3d at 1276. “Since many [residents] are not citizens of California, th[is] requirement [is] met.” *Id.*

11 29. Because DoorDash has met its “initial burden of establishing federal jurisdiction under
 12 § 1332(d)(2),” the action is removable. *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1024 (9th Cir.
 13 2007); 28 U.S.C. § 1441(a) (“Except as otherwise expressly provided by Act of Congress, any civil
 14 action brought in a State court of which the district courts of the United States have original
 15 jurisdiction, may be removed by the defendant or the defendants, to the district court of the United
 16 States for the district and division embracing the place where such action is pending.”).

17 **III. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

18 30. Based on the foregoing facts and allegations, this Court has original jurisdiction over
 19 this action pursuant to 28 U.S.C. § 1332(d) because:

- 20 (a) this is a civil action that is a class action within the meaning of § 1332(d)(1)(B);
- 21 (b) this action involves a putative class of more than 100 persons as required by
 22 § 1332(d)(5)(B);
- 23 (c) the amount in controversy exceeds \$5 million, exclusive of interest and costs as
 24 required by § 1332(d)(2); and
- 25 (d) a member of the putative class is a citizen of a state different from Defendant as
 26 required by § 1332(d)(2)(A).

27 31. Accordingly, removal of this action is proper under 28 U.S.C. §§ 1441, 1446, and
 28 1453.

1 32. The United States District Court for the Northern District of California, San Francisco
2 Division, is the appropriate venue for removal pursuant to 28 U.S.C. §1441(a) because it embraces
3 the place where Plaintiff originally filed the case, in the Superior Court of San Francisco County. *See*
4 28 U.S.C. § 84(c); 28 U.S.C. § 1441(a).

5 33. In accordance with 28 U.S.C. § 1446(a), true and correct copies of all process,
6 pleadings and orders served upon Defendant are attached as Exhibits A–E to the Declaration of
7 Theane Evangelis filed concurrently herewith.

8 34. Upon filing the Notice of Removal, Defendant will furnish written notice to Plaintiff’s
9 counsel, and will file and serve a copy of this Notice with the Clerk of the Superior Court of San
10 Francisco County, pursuant to 28 U.S.C. § 1446(d).

11 35. WHEREFORE, Defendant hereby removes to the Court the above action pending
12 against it in the Superior Court of California, San Francisco County.

13
14 Dated: June 8, 2018

GIBSON, DUNN & CRUTCHER LLP

15
16 By: /s/ Theane Evangelis
 Theane Evangelis

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18 Attorneys for Defendant DOORDASH, INC.
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Attorneys for Defendant DOORDASH, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MANUEL MAGANA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

CASE NO.

**DECLARATION OF CODY AUGHNEY IN
SUPPORT OF DEFENDANT DOORDASH,
INC.'S NOTICE OF REMOVAL**

Action Filed: May 8, 2018

1 I, Cody Aughney, declare as follows:

2 1. I am an adult over the age of 18 and a resident of the state of California. The
3 information set forth herein is true and correct of my own personal knowledge (unless otherwise
4 stated) and if asked to testify thereto, I would do so competently.

5 2. I am currently employed as Director Supply Operations for DoorDash, Inc.
6 (“DoorDash”). In that role, I am knowledgeable of contractor-facing aspects of DoorDash’s
7 business, and I have personal knowledge of DoorDash’s business model and operating systems. I
8 have been employed by DoorDash since 2016.

9 3. I make this declaration in support of Defendant DoorDash’s Notice of Removal of
10 Action to Federal Court. I am authorized to make these statements on behalf of DoorDash. In my
11 role at DoorDash, I have access to and personal knowledge of the matters and information set forth in
12 this declaration, and if called upon to testify thereto, could and would competently do so. The data
13 from which the information set forth in this declaration was determined is maintained in the regular
14 course of DoorDash’s business.

15 4. Individuals who contract with DoorDash to perform deliveries through the DoorDash
16 platform (“Dashers” or “contractors”) are not geographically limited to work only in the state in
17 which they first sign up to be a contractor. Thus, a Dasher could sign up in California and then use
18 the DoorDash app to perform deliveries in other states like Nevada, Oregon, Arizona, or any other
19 state.

20 5. Based on my review of company records, during the period of July 1, 2017 to May 31,
21 2018, there are far more than 10,000 Dashers who performed at least one delivery in California using
22 the DoorDash online platform.

23 6. Based on my review of company records, during the period of July 1, 2017 to May 31,
24 2018, the aggregate number of miles driven by Dashers in California as part of their delivery
25 services, including miles driven to each restaurant to pick up orders and the miles driven from the
26 restaurant to the drop-off location, far exceeds 10 million miles.

27 7. I have included approximate or “at least” numbers within this declaration because
28 DoorDash views its data as highly confidential and competitively sensitive.

1 I declare under penalty of perjury pursuant to the laws of the United States of America and the
2 State of California that the foregoing is true and correct.

3 Executed at San Francisco, California, on this 8th day of June, 2018.
4

5
6 
Cody Aughney

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Attorneys for Defendant DOORDASH, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MANUEL MAGANA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

CASE NO.

**DECLARATION OF THEANE EVANGELIS
IN SUPPORT OF DEFENDANT'S NOTICE
OF REMOVAL**

DECLARATION OF THEANE EVANGELIS

I, Theane Evangelis, certify and declare as follows:

1. I am an attorney admitted to practice law before this Court and all of the Courts of the State of California. I am a partner at the law firm of Gibson, Dunn & Crutcher LLP, counsel of record for Defendant DoorDash, Inc. (“DoorDash” or “Defendant”) in the above-captioned action. I offer this declaration in support of DoorDash’s Notice of Removal of the instant action from the California Superior Court, City and County of San Francisco, to the United States District Court for the Northern District of California. I have personal knowledge of all the facts set forth in this declaration (unless otherwise noted), and, if called to testify, I could and would competently testify to them.

1. Attached hereto as **Exhibit A** is a true and correct copy of the Docket Sheet in Case No. CGC-18-566404.

2. Attached hereto as **Exhibit B** is a true and correct copy of the Summons served on DoorDash on March 10, 2018.

3. Attached hereto as **Exhibit C** is a true and correct copy of the Complaint, served on DoorDash on March 10, 2018.

4. Attached hereto as **Exhibit D** is a true and correct copy of the Civil Case Cover Sheet, filed by Plaintiff in the Superior Court, City and County of San Francisco, on May 8, 2018.

5. Attached hereto as **Exhibit E** is a true and correct copy of the March 10, 2018 Notice of Service of Process of the Summons and Complaint of the above-captioned action.

6. In accordance with 28 U.S.C. § 1446(a), Exhibits A through E include “all process, pleadings and orders served upon” the Defendant in this action.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on this 8th day of June, 2018, in Los Angeles, California.

/s/ Theane Evangelis

Theane Evangelis

Attorney for Defendant DOORDASH, INC.

EXHIBIT A

[Contact Us](#)

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CGC18566404
Title: MANUEL MAGANA VS. DOORDASH INC.
Cause of Action: OTHER NON EXEMPT COMPLAINTS
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2018-05-22	SUMMONS ON COMPLAINT (TRANSACTION ID # 62054390), PROOF OF SERVICE ONLY, FILED BY PLAINTIFF MAGANA, MANUEL ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED SERVED MAY-10-2018, PERSONAL SERVICE AS TO DEFENDANT DOORDASH INC.	View	
2018-05-08	NOTICE TO PLAINTIFF	View	
2018-05-08	OTHER NON EXEMPT COMPLAINTS, COMPLAINT FILED BY PLAINTIFF MAGANA, MANUEL ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED AS TO DEFENDANT DOORDASH INC. SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR OCT-10-2018 PROOF OF SERVICE DUE ON JUL-09-2018 CASE MANAGEMENT STATEMENT DUE ON SEP-17-2018 COMPLEX LITIGATION ASSIGNMENT REQUESTED BY FILING PARTIES; FEE INCLUDED IN FILING FEE	View	\$1450.00

Showing 1 to 3 of 3 entries

[Previous](#)

[1](#)

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EXHIBIT B

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Doordash Inc.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Manuel Magana, on behalf of himself and all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco Superior Court

400 McAllister St.

San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shannon Liss-Riordan, 729 Boylston Street, Suite 2000, Boston, MA 02116

DATE: 5/08/2018

(Fecha)

MAY 08 2018

CLERK OF THE COURT

Clerk, by
(Secretario)

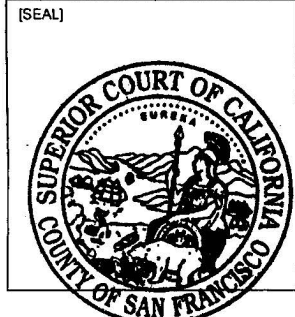
DE LA VEGA-NAVARRO, Rossaly

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): Doordash, Inc.

- under:
- | | |
|--|---|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

- ☐ by personal delivery on (date):

EXHIBIT C

1 SHANNON LISS-RIORDAN (SBN 310719)
(sliss@llrlaw.com)

2 LICHTEN & LISS-RIORDAN, P.C.

3 729 Boylston Street, Suite 2000

Boston, MA 02116

4 Telephone: (617) 994-5800

5 Facsimile: (617) 994-5801

6 *Attorney for Plaintiff Manuel Magana,*
7 *on behalf of himself and all others similarly situated*

FILED
San Francisco County Superior Court
MAY 08 2018
CLERK OF THE COURT
BY: *[Signature]* Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN FRANCISCO**

11
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14 MANUEL MAGANA, on behalf of himself and
all others similarly situated,

15
16 Plaintiff,

17 v.

18 DOORDASH INC.,

19 Defendant.

Case No.

CGC-18-566404

CLASS ACTION COMPLAINT

1. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES (CAL. LAB. CODE § 2802)
2. MINIMUM WAGE (CAL. LABOR CODE §§ 1194, 1197)
3. WILLFUL MISCLASSIFICATION (CAL. LABOR CODE § 226.8)
4. PAY STATEMENTS (CAL. LABOR CODE § 226(a))
5. UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§17200-17208)

1 **I. INTRODUCTION**

2 1. This case is brought on behalf of individuals who have worked as DoorDash
3 delivery drivers in California. DoorDash Inc. ("DoorDash") provides on-demand takeout food
4 delivery to customers at their homes and businesses through its mobile phone application and
5 website. DoorDash is based in San Francisco, California, but it does business across the United
6 States and extensively throughout California.
7

8 2. As described further below, DoorDash has willfully misclassified its delivery
9 drivers including Plaintiff Manuel Magana in violation of Cal. Labor Code § 226.8. Additionally,
10 because of delivery drivers' misclassification as independent contractors, DoorDash has
11 unlawfully required delivery drivers to pay business expenses (including expenses to own or
12 lease a vehicle and maintain and fuel it, as well as phone/data expenses) in violation of Cal. Lab.
13 Code § 2802 and has also failed to pay required minimum wage for all hours worked in violation
14 of Cal. Lab. Code §§ 1194, 1197. Likewise, DoorDash has failed to provide proper itemized
15 wage statements in violation of Cal. Lab. Code § 226(a) because it does not explain the piece-
16 rate basis on which drivers are paid and does not break out the amount of drivers' wages and tips,
17 among other reasons.

18 **II. PARTIES**

19 3. Plaintiff Manuel Magana is an adult resident of San Jose, California, where he has
20 worked as a delivery driver for DoorDash since May 2014.

21 4. Plaintiff brings this action on his own behalf and on behalf of all others similarly
22 situated, namely all other individuals who have worked as delivery drivers for DoorDash
23 throughout California.

24 5. Defendant DoorDash, Inc. ("DoorDash") is headquartered in San Francisco,
25 California.
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1 **III. JURISDICTION**

2 6. This Court has jurisdiction over Plaintiff's claims pursuant to California Code of
3 Civil Procedure § 410.10. The monetary relief which Plaintiff seeks is in excess of the
4 jurisdictional minimum required by this Court and will be established according to proof at trial.
5

6 7. Venue is proper in this Court pursuant to Code of Civ. P. §§ 395 and 395.5
7 because DoorDash has its principal place of business in San Francisco County. Furthermore,
8 Defendant engages in business activities in and throughout the State of California, including San
9 Francisco County.

10 **IV. STATEMENT OF FACTS**

11 8. DoorDash is a food delivery service, based in San Francisco, which engages
12 delivery drivers across the state of California to deliver food to its customers at their homes and
13 businesses.

14 9. DoorDash offers customers the ability to request a driver on a mobile phone
15 application or online through its website, who will go to the restaurant and pick up their food,
16 then deliver it to the customer at their home or business.

17 10. DoorDash holds itself out to the public as a food delivery service. Its tagline is
18 "Delivering Good", and its website advertises, "[w]ith your favorite restaurants at your fingertips,
19 DoorDash satisfies your cravings and connects you with possibilities — more time and energy
20 for yourself and those you love."

21 11. Plaintiff Manuel Magana has driven for DoorDash at various times, including
22 over the last year, and continues to drive for DoorDash.

23 12. DoorDash classifies its delivery drivers like Mr. Magana as "independent
24 contractors," but under California law, they should be classified as employees.
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1 gas, insurance, and phone and data expenses for running the DoorDash Application. Delivery
2 drivers incur these costs as a necessary expenditure to work for DoorDash, which California law
3 requires employers to reimburse.

4 20. DoorDash pays its drivers a guaranteed delivery fee for each delivery plus tips
5 they receive from customers. DoorDash has failed to ensure that its delivery drivers receive the
6 applicable state minimum wage for all hours worked, and delivery drivers frequently do not
7 receive minimum wage for all hours worked, particularly given that customers' tips cannot count
8 toward DoorDash's minimum wage obligations.
9

10 21. Furthermore, DoorDash does not provide transparent itemized wage statements to
11 drivers with information regarding how their pay is calculated or what portion of pay is
12 attributable to tips as opposed to wages from DoorDash.

13 22. On April 30, 2018, the California Supreme Court issued its decision in Dynamex
14 Operations W., Inc. v. Superior Court, No. S222732, 2018 WL 1999120 (Cal. Apr. 30, 2018),
15 which makes clear that DoorDash delivery drivers should be classified as employees rather than
16 as independent contractors under California law for purposes of wage-and-hour statutes like the
17 ones at issue here. Under the "ABC" test adopted in Dynamex, in order to justify classifying the
18 delivery drivers as independent contractors, DoorDash would have to prove that its delivery
19 drivers perform services outside its usual course of business, which it cannot do.
20 Notwithstanding this decision, DoorDash has willfully continued to misclassify its delivery
21 drivers as independent contractors.

22 **V. CLASS ALLEGATIONS**

23 23. Plaintiff Manuel Magana brings this case as a class action pursuant to California
24 Code of Civil Procedure § 382 on behalf of all DoorDash delivery drivers who have worked for
25 DoorDash in California.

26 24. Plaintiffs and other class members have uniformly been classified as independent
27
28

1 contractors, deprived reimbursement of their necessary business expenditures, and have been
2 paid under a system that does not ensure they receive minimum wage.

3 25. The members of the class are so numerous that joinder of all class members is
4 impracticable.

5 26. Common questions of law and fact regarding DoorDash's conduct in classifying
6 delivery drivers as independent contractors, failing to reimburse them for business expenditures,
7 failing to ensure they are paid at least minimum wage for all hours worked, and failing to provide
8 them with proper itemized wage statements exist as to all members of the class and predominate
9 over any questions affecting solely any individual members of the class. Among the questions of
10 law and fact common to the class are:
11

12 a. Whether the work performed by class members—providing delivery driver service to
13 customers—is within DoorDash's usual course of business;

14 b. Whether class members are typically engaged in their own delivery businesses or
15 whether they wear the "hat" of DoorDash when performing delivery services;

16 c. Whether class members have been required to follow uniform procedures and policies
17 regarding their work for DoorDash;

18 d. Whether these class members have been required to bear the expenses of their
19 employment, such as expenses for owning or leasing and maintaining their vehicles,
20 including expenses for gas, insurance, phone and data plan.

21 27. Named Plaintiff Manuel Magana is a class member who suffered damages as a
22 result of Defendant's conduct and actions alleged herein.

23 28. The named plaintiff's claims are typical of the claims of the class, and the named
24 plaintiff has the same interests as the other members of the class.

25 29. The named plaintiff will fairly and adequately represent and protect the interests
26 of the class. The named plaintiff has retained able counsel experienced in class action litigation.
27

1 The interests of the named plaintiff are coincident with, and not antagonistic to, the interests of
2 the other class members.

3 30. The questions of law and fact common to the members of the class predominate
4 over any questions affecting only individual members, including legal and factual issues relating
5 to liability and damages.

6 31. A class action is superior to other available methods for the fair and efficient
7 adjudication of this controversy because joinder of all class members is impractical. Moreover,
8 since the damages suffered by individual members of the class may be relatively small, the
9 expense and burden of individual litigation makes it practically impossible for the members of
10 the class individually to redress the wrongs done to them. The class is readily definable and
11 prosecution of this action as a class action will eliminate the possibility of repetitive litigation.
12 There will be no difficulty in the management of this action as a class action.
13

14
15 **COUNT I**
16 **Expense Reimbursement**
17 **Violation of Cal. Lab. Code § 2802**

18 32. Defendant's conduct, as set forth above, in misclassifying DoorDash delivery
19 drivers as independent contractors, and failing to reimburse them for expenses they paid that
20 should have been borne by their employer, constitutes a violation of California Labor Code
21 Section 2802. This claim is brought on behalf of a class of similarly situated individuals who
22 have worked for DoorDash in California.

23 **COUNT II**
24 **Willful Misclassification**
25 **Violation of Cal. Lab. Code § 226.8**

26 33. Defendant's conduct, as set forth above, in continuing to classify delivery drivers
27 as independent contractors notwithstanding the California Supreme Court's decision in
28

Dynamex Operations W., Inc. v. Superior Court, No. S222732, 2018 WL 1999120 (Cal. Apr. 30, 2018), which makes clear that delivery drivers are employees under California law, violates Cal. Lab. Code §226.8 and constitutes willful misclassification. This claim is brought on behalf of a class of similarly situated individuals who have worked for DoorDash in California.

COUNT III

Minimum Wage

Violation of Cal. Lab. Code §§ 1197 and 1194

34. Defendant's conduct, as set forth above, in failing to pay its delivery drivers minimum wage for all hours worked as required by California law, violates Cal. Lab. Code §§1197 and 1194. This claim is brought on behalf of a class of similarly situated individuals who have worked for DoorDash in California.

COUNT IV

Pay Statements

Violation of Cal. Lab. Code § 226(a)

35. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Door Dash's conduct, as set forth above, in failing to provide itemized wage statements, as required by California state law, violates Cal. Lab. Code §226(a). This claim is brought on behalf of a class of similarly situated individuals who worked for Door Dash in the state of California.

COUNT V

Unfair Business Practices

Violation of Cal. Bus. & Prof. Code §17200, *et seq.*

36. Defendant's conduct, as set forth above, violates the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). Defendant's conduct constitutes unlawful business acts or practices, in that Defendant has violated California Labor Code §§ 2802, 1194, 1197, and 226.8. As a result of Defendant's unlawful conduct, Plaintiff and

1 class members suffered injury in fact and lost money and property, including, but not limited to
2 business expenses that delivery drivers were required to pay and wages that delivery drivers were
3 due. Pursuant to California Business and Professions Code § 17203, Plaintiff and class members
4 seek declaratory and injunctive relief for Defendant's unlawful conduct and to recover
5 restitution. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiff and class members
6 who worked for DoorDash are entitled to recover reasonable attorneys' fees, costs, and expenses
7 incurred in bringing this action.
8


9
10 WHEREFORE, Plaintiff requests that this Court enter the following relief:

- 11 a. Declare and find that the Defendant has violated the UCL and Cal. Lab. Code
12 §§2802, 1194, 1197, 226(a), and 226.8;
- 13 b. Certify a class action under Count I through V and appoint Plaintiff Manuel Magana
14 and his counsel to represent a class of DoorDash delivery drivers who have worked in
15 California;
- 16 c. Award compensatory damages, including all expenses and wages owed, in an amount
17 according to proof;
- 18 d. Award pre- and post-judgment interest;
- 19 e. Award reasonable attorneys' fees, costs, and expenses;
- 20 f. Injunctive relief in the form of an order requiring Defendant to comply with the
21 California Labor Code; and
- 22 g. Any other relief to which Plaintiff may be entitled.
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1 Respectfully submitted,

2 MANUEL MAGANA, on behalf of himself and all
3 others similarly situated,

4 By his attorneys,

5
6 

7 Shannon Liss-Riordan, SBN 310719
8 LICHTEN & LISS-RIORDAN, P.C.
9 729 Boylston Street, Suite 2000
10 Boston, MA 02116
11 (617) 994-5800
12 Email: sliss@llrlaw.com

13 Dated: May 8, 2018
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EXHIBIT D

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shannon Liss-Riordan (SBN310719) Lichten & Liss-Riordan, P.C. 729 Boylston Street, Suite 2000 Boston, MA 02116 TELEPHONE NO.: 617-994-5800 FAX NO.: 617-994-5801 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> San Francisco County Superior Court MAY 18 2018 CLERK OF THE COURT BY: Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister St MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, 94102 BRANCH NAME: Civil Division			
CASE NAME: Magana et al. v. Doordash Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
<input type="checkbox"/> Counter		<input type="checkbox"/> Joinder	
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: JUDGE: DEPT: 006-18-566404	

Items 1-6 below must be completed (see instructions on back of cover 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Cal Lab. Code 2802, 226.8, 1197, 1194, 226(a)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5/08/2018
 Shannon Liss-Riordan

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT E

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shannon Liss-Riordan, 310719 Lichten & Liss-Riordan 729 Boylston Street, Suite 2000 Boston, MA 02116 TELEPHONE NO.: (617)994-5800 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY ELECTRONICALLY FILED <i>Superior Court of California, County of San Francisco</i> 05/22/2018 Clerk of the Court BY: JUDITH NUNEZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street San Francisco, CA 94102	
PLAINTIFF/PETITIONER: Manuel Magana DEFENDANT/RESPONDENT: Doordash, Inc.	CASE NUMBER: CGC-18-566404
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: Doordash 2.0

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**
2. I served copies of: Complaint, Summons, Civil Case Cover Sheet, Notice To Plaintiff, Alternative Dispute Resolution Program Information Package, Judicial Mediation Program, Expedited Jury Trial Information Sheet, Expedited Jury Trial Information Sheet

3. a. Party served: Doordash, Inc.

b. Person Served: Registered Agent Solutions, Inc. - Rebecca Webster - Person Authorized to Accept Service of Process

4. Address where the party was served: 1220 S ST, STE 150
Sacramento, CA 95811

5. I served the party

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 05/10/2018 (2) at (time): 3:10PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Doordash, Inc.

under: CCP 416.10 (corporation)

7. Person who served papers

a. Name: Brandon Lee Ortiz
b. Address: One Legal - 194-Marin
504 Redwood Blvd #223
Novato, CA 94947

c. Telephone 415-491-0606

d. The fee for service was: \$ 75.00

e. I am:

(3) registered California process server.

(i) Employee or independent contractor.

(ii) Registration No.: 2012-37

(iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 05/17/2018



Brandon Lee Ortiz

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: DoorDash Misclassifies Delivery Drivers, Denies Proper Pay](#)
