

GIBSON, DUNN & CRUTCHER LLP  
JOSHUA S. LIPSHUTZ, SBN 242557  
jlipshutz@gibsondunn.com  
555 Mission Street, Suite 3000  
San Francisco, CA 94105-0921  
Telephone: 415.393.8200  
Facsimile: 415.393.8306

JEFFREY D. KALIEL (SBN 238293)  
KALIELGOLD PLLC  
1100 15th Street NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
Telephone: 202.350.4783  
jkaliel@kalielpllc.com

MICHAEL HOLECEK, SBN 281034  
mholecsek@gibsondunn.com  
ILISSA SAMPLIN, SBN 314018  
isamplin@gibsondunn.com  
333 South Grand Avenue  
Los Angeles, CA 90071-3197  
Telephone: 213.229.7000  
Facsimile: 213.229.7520

SOPHIA G. GOLD (SBN 307971)  
KALIELGOLDPLLC  
950 Gilman Street, Suite 200  
Berkeley, California 94710  
Telephone: 202.350.4783  
sgold@kalielgold.com

*Attorneys for Plaintiffs and the Proposed  
Classes*

*Attorneys for DoorDash, Inc.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

REBECCA SCHWARTZ, ZACHARY CHIN,  
JOSEPH FLINDERS, DANIEL CHOU, and  
QUIANA PLEASANT, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

DOORDASH, INC., and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO. 4:22-cv-00250-YGR

**JOINT STATEMENT AND [PROPOSED]  
ORDER**

Action Filed: November 5, 2021

Honorable Judge Yvonne Gonzalez Rogers

1 Plaintiffs Rebecca Schwartz, Zachary Chin, Joseph Flinders, Daniel Chou, and Quiana  
2 Pleasant and Defendant DoorDash, Inc. (“DoorDash”) (together with Plaintiffs, the “Parties”), by and  
3 through their respective counsel of record, hereby stipulate and agree as follows:

4 WHEREAS, on November 5, 2021, Plaintiffs filed the Class Action Complaint in this Action;

5 WHEREAS, on January 13, 2022, DoorDash removed this action to the Northern District of  
6 California;

7  
8 WHEREAS, on March 22, 2022, the Parties filed a stipulation agreeing to proceed with  
9 arbitrations for Plaintiffs Schwartz and Chou and to stay court proceedings with respect to Plaintiffs  
10 Schwartz and Chou pending conclusion of the arbitrations, which the Court ordered on March 24,  
11 2022 (Dkt. 23);

12  
13 WHEREAS, on March 23, 2022, DoorDash filed a motion to compel arbitration with respect  
14 to Plaintiffs Chin, Flinders, and Pleasant (Dkt. 22), to which Plaintiffs filed an opposition brief on  
15 April 27, 2022 (Dkt. 27), and in further support of which DoorDash filed a reply brief on May 16,  
16 2022 (Dkt. 29);

17  
18 WHEREAS, on May 27, 2022, the Court ordered the Parties to meet and confer no later than  
19 June 3, 2022 to discuss whether a resolution is possible, and to file a joint statement by no later than  
20 June 7, 2022 that (1) indicates whether the Parties will be able to reach a resolution without Court  
21 intervention, or (2) provides a succinct statement summarizing the specific issues warranting a ruling  
22 from the Court (Dkt. 31);

23  
24 WHEREAS, the Parties met and conferred pursuant to the Court’s May 27 Order and agreed  
25 to engage in private mediation to determine whether it may be possible to reach a resolution without  
26 Court intervention;

27  
28 WHEREAS, the Parties further agreed that all proceedings relating to this action, including  
any hearing and subsequent ruling by the Court on DoorDash’s pending motion to compel arbitration,

1 should be stayed for sixty (60) days following the date of the Court’s order on this stipulation or  
2 completion of the Parties’ mediation, whichever occurs first;

3 WHEREAS, the Parties further agreed that Plaintiffs Schwartz and Chou shall not file  
4 individual arbitrations against DoorDash until at least sixty (60) days following the date of the  
5 Court’s order on this stipulation or completion of the Parties’ mediation should the mediation prove  
6 unsuccessful, whichever occurs first, and that DoorDash will not use any delay in filing based on this  
7 stipulation against Plaintiffs Schwartz and Chou in any way.  
8

9 **THEREFORE, IT IS STIPULATED AND AGREED** that: (i) the Parties shall work together  
10 to schedule a private mediation to occur over the summer; (ii) this action, including any ruling by the  
11 Court on DoorDash’s pending motion to compel, shall be stayed for sixty (60) days following the date  
12 of the Court’s order on this stipulation or completion of the Parties’ mediation, whichever occurs first;  
13 (iii) Plaintiffs Schwartz and Chou shall not file individual arbitrations against DoorDash until at least sixty  
14 (60) days following the date of the Court’s order on this stipulation or completion of the Parties’  
15 mediation should the mediation prove unsuccessful, whichever occurs first, and DoorDash will not use  
16 any delay in filing based on this stipulation against Plaintiffs Schwartz and Chou in any way; and (iv) the  
17 Parties shall provide the Court with a joint status update within 15 days after completion of the Parties’  
18 mediation.  
19

20  
21 Nothing in this Joint Stipulation shall be construed as a waiver of any party’s rights, defenses,  
22 or arguments that a party otherwise would have, including but not limited to all arguments made or  
23 reserved by DoorDash in its motion to compel arbitration.

24 Dated: June 7, 2022

GIBSON, DUNN & CRUTCHER LLP

25  
26 By: /s/ Ilissa Samplin  
Ilissa Samplin

27 Attorneys for Defendant DOORDASH, INC.  
28

1 Dated: June 7, 2022

KALIELGOLD PLLC

2  
3 By: /s/ Sophia G. Gold  
Sophia G. Gold

4 Attorneys for Plaintiffs and the Proposed Classes

5  
6 **[PROPOSED] ORDER**

7 PURSUANT TO STIPULATION, IT IS SO ORDERED.

8 Dated: \_\_\_\_\_

9 THE HONORABLE YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE

10  
11 **SIGNATURE ATTESTATION**

12 I, Ilissa Samplin, am the ECF User whose identification and password are being used to file the  
13 foregoing Joint Stipulation. Pursuant to Civil Local Rule 5-1(h)(3) regarding signatures, I attest that  
14 concurrence in the filing of this document has been obtained.

15 Dated: June 7, 2022

GIBSON, DUNN & CRUTCHER LLP

16  
17 By: /s/ Ilissa Samplin  
Ilissa Samplin

18 Attorneys for Defendant DOORDASH, INC.

**PROOF OF SERVICE**

I, Caelin Moriarity Miltko, declare as follows:

I am employed in the County of Denver, State of Colorado; I am over the age of eighteen years and am not a party to this action; my business address is 1801 California St., Denver, Colorado 80202, in said County and State. On June 7, 2022, I served the following document(s):

**JOINT STATEMENT AND [PROPOSED] ORDER**

On the parties stated below, by the following means of service:

JEFFREY D. KALIEL (SBN 238293)  
KALIELGOLD PLLC  
1100 15th Street NW, 4<sup>th</sup> Floor  
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**BY ELECTRONIC TRANSFER TO THE CM/ECF SYSTEM:** On this date, I electronically updated a true and correct copy in Adobe “pdf” format the above-listed document(s) to the United States District Court’s Case Management and Electronic Case Filing (CM/ECF) system. After the electronic filing of a document, service is deemed complete upon receipt of the Notice of Electronic Filing (“NEF”) by the registered CM/ECF users.

**(FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 7, 2022

\_\_\_\_\_  
*/s/ Caelin Moriarity Miltko*

Caelin Moriarity Miltko