

BROOKE JENKINS (SBN 276290)
District Attorney
MATTHEW L. MCCARTHY (SBN 217871)
Assistant Chief District Attorney
ERNST HALPERIN (SBN 175493)
Assistant District Attorney
White Collar Crime Division
350 Rhode Island Street, Suite 400N
San Francisco, California 94103
Telephone: (628) 652-2813
Facsimile: (628) 652-4001
Email: ernst.halperin@sf.gov.org

F I L E D
Superior Court of California
County of San Francisco

SEP 19 2025

CLERK OF THE COURT
BY: Wren Karp
Deputy Clerk

Attorneys for the People of the State of California

GIBSON, DUNN & CRUTCHER LLP
JOSHUA S. LIPSHUTZ, SBN 242557
jlipshutz@gibsondunn.com
One Embarcadero Center, Suite 2600
San Francisco, CA 94111-3715
Telephone: 415.393.8200
Facsimile: 415.393.8306

MICHAEL HOLECEK, SBN 281034
mholecek@gibsondunn.com
TIMOTHY KOLESK, SBN 318659
tkolesk@gibsondunn.com
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

Attorneys for Defendant DoorDash, Inc

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO**

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

DOORDASH, INC.,

Defendant.

Case No. CGC-20-584789

*[Proposed] FINAL STIPULATED
JUDGMENT*

WHEREAS, on June 16, 2020 the Office of the San Francisco District Attorney filed the case, *The People of the State of California v. DoorDash, Inc.*, (San Francisco Super. Ct. Case No. CGC-20-584789) alleging that DoorDash misclassified delivery drivers;

WHEREAS, prior to the filing of the complaint in this case, on or about July 12, 2018, the San Francisco Superior Court issued an order approving a settlement in *Marciano, et al. v. DoorDash, Inc.*, (San Francisco Super. Ct. Case No. CGC-15-548101) (“*Marciano*”), a consolidated class action in which the plaintiffs alleged, among other things, that DoorDash had misclassified drivers under California law. The settlement class in *Marciano* consisted of drivers in California who performed delivery services from September 23, 2011 through August 29, 2016;

WHEREAS, subsequent to the filing of the complaint in this case, the voters of the State of California enacted Proposition 22 (Gen. Elec. (Nov. 3, 2020)), codified at Business and Professions Code sections 7448 through 7467, which changed the test for classifying drivers who use certain platforms including DoorDash and became effective December 16, 2020;

WHEREAS, the People filed a Second Amended Complaint on November 23, 2020 (the “Complaint”);

WHEREAS, subsequent to the filing of this action, on or about January 13, 2022, the Los Angeles Superior Court issued an order approving a settlement in *Marko, et al. v. DoorDash Inc.*, (Los Angeles Sup. Ct. Case No. BC659841), a consolidated class action in which the plaintiffs alleged, among other things, that DoorDash had misclassified drivers under California and Massachusetts law during a period of time that overlapped to a large extent with the present action. Under the terms of that settlement, DoorDash, without admitting liability, agreed to pay \$100,000,000, including \$12,500,000 in civil penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 et seq.) and \$66,013,000 in distributions to affected class members who did not opt out of the class and who submitted a timely claim;

WHEREAS, there are approximately 733 DoorDash drivers in California who opted out of the *Marko* settlement class and have not individually settled their claims with DoorDash (collectively, the “*Marko* Restitution Eligible Drivers”);

WHEREAS, there are approximately 11 DoorDash drivers in California who opted out of the *Marciano* settlement class, and completed at least one delivery from June 17, 2016 through August 29, 2016 inclusive (collectively, the “*Marciano* Restitution Eligible Drivers”);

WHEREAS, the “*Marko* Restitution Eligible Drivers” and “*Marciano* Restitution Eligible Drivers” are collectively referred to as the “Restitution Eligible Drivers.”

NOW THEREFORE, The People of the State of California (“the People”), represented by and through Brooke Jenkins, District Attorney of San Francisco, and Defendant DoorDash, Inc. (“DoorDash”), represented by Gibson, Dunn & Crutcher, hereby stipulate and agree as follows:

1. This Court may enter this Final Stipulated Judgment without trial of any issue of fact or law, on an *ex parte* basis at the request of any party and without prior notice;
2. The People believe that the resolution embodied in this Final Stipulated Judgment is a fair and reasonable resolution of the allegations in the People’s Complaint, given, among other things, changes in law and other matters that occurred subsequent to the filing thereof, as referenced above, and that entry of this Final Stipulated Judgment is in the best interest of the public;
3. DoorDash believes that this Final Stipulated Judgment is a fair and reasonable resolution of the matters alleged in the Complaint;
4. Entry of this Final Stipulated Judgment is not an admission or denial by DoorDash regarding any issue of law or fact in this matter;
5. Each party will bear its own costs and fees, except as set forth below;
6. Both parties waive any right to set aside the Final Stipulated Judgment through any collateral attack, and further waive their right to appeal from the Final Stipulated Judgment;
7. Both parties stipulate to entry of the following order and Final Stipulated Judgment.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

9. The Superior Court of California, County of San Francisco, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the parties hereto.
10. Entry of this Final Stipulated Judgment is neither an admission nor a denial by DoorDash regarding any issue of law or fact alleged in the Complaint.

11. The Court accepts the parties' waiver of their respective rights to appeal the entry of this Final Stipulated Judgment.

12. DoorDash is hereby ordered to pay \$2,102,000, on the schedule specified in Paragraphs 12(a) and 12(b). In addition, DoorDash is hereby also ordered to pay all costs and fees of the Claims Administrator appointed pursuant to Paragraph 13, below. Such costs and fees shall in no way diminish any of the monetary payments set forth in Paragraphs 12(a) and 12(b), below.

a. Pursuant to Business and Professions Code section 17206, DoorDash is ordered to pay civil penalties in the stipulated amount of \$1,800,000 by way of ACH or other mutually agreeable means and within 15 business days of the later of (1) the entry of judgment and (2) the date the parties agree on payment instructions, and made payable to Treasurer of San Francisco f/b/o District Attorney's Office.

b. Pursuant to Business and Professions Code section 17203, DoorDash is further ordered to pay restitution in the stipulated amount of \$302,000, said amount to be distributed to Restitution Eligible Drivers as set forth in Paragraphs 13 through 33 below.

13. The parties have agreed on, and the Court hereby appoints, Simpluris, Inc., to act as Claims Administrator for the driver restitution in this case.

14. Within 15 business days after the Claims Administrator has set up an appropriate trust account for this settlement and provided notice and payment instructions to DoorDash, DoorDash shall deposit the total amount of restitution identified in Paragraph 12(b), above, into a designated trust account known as "the Restitution Fund."

15. The Restitution Fund shall be under the control and operation of the Claims Administrator. The money in the Restitution Fund shall be used only to pay restitution as set forth below to persons who meet any one or both of the following two criteria:

a. The driver is a "*Marko* Restitution Eligible Driver," meaning the driver completed at least one delivery in California during the time period from August 30, 2016 through December 31, 2020, inclusive, the driver opted out of the *Marko* settlement class, and the driver has not individually settled their claims with DoorDash; or

b. The driver is a “*Marciano* Restitution Eligible Driver,” meaning the driver completed at least one delivery in California during the time period from June 17, 2016 through August 29, 2016, inclusive, and the driver opted out of the *Marciano* settlement class.

16. Following the entry of this Final Stipulated Judgment, DoorDash shall undertake a reasonable search of its records to create a list of Restitution Eligible Drivers, including DoorDash’s most current, complete, and accurate name, email address, phone number, mailing address, and total number of miles driven by each Restitution Eligible Driver in California for delivery through the DoorDash platform during the time period or periods for which the driver is eligible to receive restitution under the criteria set forth in Paragraph 15. The list shall also reflect the total miles driven by all Restitution Eligible Drivers in California for delivery through the DoorDash platform during the time period or periods for which the drivers are eligible to receive restitution under the criteria set forth in Paragraph 15. The list shall be contained in a spreadsheet produced using Microsoft Excel.

17. DoorDash shall submit two declarations under penalty of perjury that, taken together, confirm the accuracy of the list of Restitution Eligible Drivers. First, DoorDash shall appoint an authorized employee to sign a declaration that identifies the data source(s) used to create the list of *Marko* settlement class members submitted to the *Marko* settlement administrator, and attest that the list was accurate and complete to the best of the declarant’s knowledge, information and belief. Second, DoorDash’s outside counsel shall provide a declaration confirming that the list of *Marko* Restitution Eligible Drivers was created by taking the list of *Marko* class members who opted out of the *Marko* settlement (as provided by the *Marko* settlement administrator) and removing the names of individuals who later released their claims against DoorDash in subsequent settlements; this declaration shall also confirm that the list of *Marciano* Restitution Eligible Drivers was created by taking the list of *Marciano* class members who opted out of the *Marciano* settlement (as provided by the *Marciano* settlement administrator), and removing the names of individuals who did not complete at least one delivery from June 17, 2016 through August 29, 2016. The outside counsel declaration shall not constitute a waiver of

the attorney-client privilege or work-product doctrine. The declarations and the lists of Restitution Eligible Drivers, *Marko* Restitution Eligible Drivers, and *Marciano* Restitution Eligible Drivers shall be treated as “Confidential” material pursuant to the Court’s March 5, 2021 Protective Order and shall not be filed except in the event of a dispute that requires intervention of the Court, in which case the declaration and lists shall be lodged with the Court under California Rule of Court 2.551.

18. No later than 45 days after entry of this Final Stipulated Judgment, DoorDash shall transmit the declaration of compliance and the list of Restitution Eligible Drivers to both the People and the Claims Administrator.

19. If the People determine that the procedures used by DoorDash to identify Restitution Eligible Drivers were deficient, or that the list is otherwise materially insufficient, the People shall, within 30 days of receiving the list, notify DoorDash of the reasons for such determination. The parties shall then meet and confer and work together in a timely and good faith manner to resolve those concerns.

- a. If the People are satisfied that any insufficiency or deficiency in the lists of Restitution Eligible Drivers can be corrected, the People shall so notify DoorDash, and DoorDash shall have 30 days from such notice to implement the necessary changes and submit revised lists of Restitution Eligible Drivers.
- b. If the People are not satisfied that any insufficiency or deficiency in the lists has been or can be corrected, or in the event of any other unresolved dispute regarding the determination of Restitution Eligible Drivers, then the parties shall meet and confer to attempt to resolve any dispute. If the meet and confer process does not produce agreement, then either party may seek further direction from the Settlement Conference Judge, consistent with Paragraph 43.

20. Within 45 days after receiving the declaration of compliance and list of Restitution Eligible Drivers, plus such additional time as may be necessary to resolve any deficiencies in the lists, the Claims Administrator shall send an email notice to each Restitution Eligible Driver, the form of which shall be approved in advance by the parties. The Claims Administrator will take all

reasonable steps to ensure that emails are not diverted to the recipients' "Junk" or "Spam" email folders.

21. In the event an email is returned as undeliverable, the Claims Administrator will make reasonable efforts to locate an updated email address for the person in question. If another email address is located, the Claims Administrator shall send a second email to the Restitution Eligible Driver in question.

22. If notwithstanding these efforts, the Claims Administrator believes no valid email address has been found for a Restitution Eligible Driver, the Claims Administrator will promptly cause to be sent a postcard via United States mail to that Restitution Eligible Driver, the form of which shall be approved in advance by the parties, provided that a mailing address for that Restitution Eligible Driver is available. The postcard shall be sent to the Restitution Eligible Driver's last-known address, based on information provided by DoorDash to the Claims Administrator, and shall:

- a. State that the postcard constitutes a final notice of the terms of this Final Stipulated Judgment.
- b. Contain the Claims Administrator's website address, as well as an email address to which a restitution claim form can be sent: and
- c. Explain that failure to complete and submit a timely restitution claim form may bar the recipient from recovery of restitution under this Final Stipulated Judgment.

23. In its notices (both email and postcard), the Claims Administrator shall include an internet address or link to a website maintained by the Claims Administrator devoted exclusively to informing Restitution Eligible Drivers about this Final Stipulated Judgment, and a restitution claim form (hereinafter the "Claim Form") which Restitution Eligible Driver can use to claim restitution. The Claim Form shall be capable of completion and submission online. It shall also be downloadable and capable of completion by hand and mailing to the Claims Administrator at a designated mailing address. The Claims Administrator shall state in its notices to Restitution Eligible Drivers that they have 90 days to submit the Claim Form.

24. The Claim Form shall require the following from Restitution Eligible Drivers:

- a. Name;
- b. Telephone number;
- c. Email address;
- d. Mailing address where restitution check should be sent; and
- e. A statement that the Restitution Eligible Driver meets the criteria of either a *Marko* Restitution Eligible Driver or a *Marciano* Restitution Eligible Driver, or both, as described in Paragraph 15.

25. If the Claims Administrator receives a Claim Form or postcard that is missing required information or otherwise deemed to be invalid, it shall promptly inform the Restitution Eligible Driver of the error or deficiency. The Restitution Eligible Driver shall thereafter have 45 days to correct the error or deficiency.

26. Every Restitution Eligible Driver shall be entitled to receive a cash payment calculated on a pro-rata basis as the total restitution amount described in Paragraph 12(b), above, multiplied by a ratio. The numerator of the ratio shall be the total miles driven by the Restitution Eligible Driver in question in California on delivery through the DoorDash platform during the time period or periods for which the driver is eligible to receive restitution under the criteria set forth in Paragraph 15. The denominator of the ratio shall be the sum of the miles driven by Restitution Eligible Drivers in California on delivery through the DoorDash platform during the time period or periods for which the drivers are eligible to receive restitution under the criteria set forth in Paragraph 15.

27. Each Restitution Eligible Driver who submitted a Claim Form that was properly completed and received by the applicable deadline shall receive their payment in the form of a check. The payment check shall state on its face "Void if not cashed or deposited within 180 days." The Claims Administrator shall issue each check no later than 30 days after receiving a timely, properly completed Claim Form.

28. The Claims Administrator shall include with each restitution check a letter, the form of which shall be approved in advance by the parties, explaining that the check is in connection with this Final Stipulated Judgment and advising the recipient that the check will expire within 180 days of issuance.

29. If any restitution checks are returned as undeliverable, the Claims Administrator shall within 14 days conduct address searches using available credit bureau information and thereafter re-send the restitution checks to all eligible Restitution Eligible Drivers for whom updated address information can be found. Restitution checks that are returned with forwarding address information included shall promptly be delivered to the forwarding address in question.

30. Within 240 days after mailing the last restitution check, the Claims Administrator shall ensure that any restitution due to Restitution Eligible Drivers who cannot be located, or who have not submitted Claim Forms, or where payments are returned and for whom a better address cannot be identified, or whose payments are not negotiated prior to their expiration, is transferred to the California State Controller's Office in accordance with California's Unclaimed Property Law (Code of Civil Procedure section 1500 et seq.), and any reporting requirements promulgated thereunder, so that it will be available to be claimed by Restitution Eligible Drivers.

31. Within 30 days of the transfer of funds set forth in Paragraph 30, DoorDash shall prepare and provide to the People a report detailing said transfer, and said report is to remain confidential and not subject to public disclosure except by order of the Court. The report shall identify the amount of restitution transferred to the California State Controller's Office for each individual Restitution Eligible Driver. DoorDash may engage the Claims Administrator to fulfill DoorDash's reporting responsibility.

32. Within 270 days after mailing the last restitution check, the Claims Administrator shall deliver to the parties a confidential written report of the restitution process, including the items described in the following subparagraphs (a) through (e):

- a. A list of all Restitution Eligible Drivers to whom a notice was sent, including the type of notice (email and/or postcard);

- b. A list of all Restitution Eligible Drivers who timely submitted a valid Claim Form; the amount of restitution paid to each of the drivers on the list; and a designation whether the restitution was paid via a check that was cashed or was transferred to the California State Controller's Office;
- c. A list of all Restitution Eligible Drivers whose claim was rejected for error or deficiency that was not thereafter corrected;
- d. The total amount of restitution paid out of the Restitution Fund; and
- e. The balance (if any) remaining in the Restitution Fund. It is anticipated that this balance will be zero. In the event it is not, the parties shall meet and confer to resolve any discrepancies. If the meet and confer process does not produce agreement, then either party may seek further direction from the Settlement Conference Judge, consistent with Paragraph 43.

This confidential written report of the restitution process may be combined with the report described in Paragraph 31.

33. The deadlines set forth herein may, as a result of an unexpected delay or other unanticipated reason, be extended by agreement of the parties and the Claims Administrator.

34. This Final Stipulated Judgment is a final and binding resolution and settlement of the claims the People made or could have made in their November 23, 2020 Second Amended Complaint through the December 16, 2020 effective date of Proposition 22, and of any claims by the People that DoorDash did not meet the conditions set forth in Sections 7451 and 7452 of the Business and Professions Code or that these sections were for any reason invalid or inapplicable between December 16, 2020 and October 7, 2021 (collectively, the "Covered Matters"). Any claim, alleged violation, or cause of action that is not a Covered Matter is a Reserved Claim. Reserved Claims include without limitation any alleged violation that occurs after December 16, 2020 (except an allegation that DoorDash did not meet the conditions set forth in Sections 7451 and 7452 of the Business and Professions Code between December 16, 2020 and October 7, 2021); any claim or cause of action premised on deception of consumers; and any cause of action brought under Business & Professions Code §17200 et seq. that arises out of or is predicated upon

alleged violations of Labor Code §350 et seq., or allegations that DoorDash has withheld, misappropriated, or otherwise failed to pay tips to delivery drivers, or made false or misleading statements regarding delivery driver tips.

35. In any pending matter, pending investigation, or subsequent action arising from a pending matter or investigation that may be brought by the People based on any Reserved Claim, DoorDash shall not assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which may be applicable to any Reserved Claim, and does not prohibit DoorDash from asserting any statute of limitations or other legal or equitable defenses that may be applicable to any Reserved Claim, including but not limited to res judicata and offset defenses based on settlements or judgments in actions other than the action that resulted in this Final Stipulated Judgment.

36. Except as expressly provided in this Final Stipulated Judgment, nothing in this Final Stipulated Judgment is intended, nor shall it be construed, to preclude the People or any state, county, city, or local agency, department, or board from exercising its authority under any law, statute, or regulation. Except as expressly provided in this Final Stipulated Judgment, DoorDash retains all defenses to any such later exercise of authority.

37. The Parties waive any right to appeal, to attempt to set aside or vacate, or otherwise to attack, directly or collaterally, this Final Stipulated Judgment or any provision contained herein.

38. This Final Stipulated Judgment was drafted equally by both parties hereto, who were represented by counsel. Accordingly, any and all rules of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Final Stipulated Judgment.

39. This Final Stipulated Judgment constitutes the entire agreement between the parties and may not be amended or supplemented except as provided for herein or by future court order. No oral advice, guidance, suggestions, or comments by employees or officials of any party regarding matters covered in this Final Stipulated Judgment shall be construed to relieve either party of its obligations under this Final Stipulated Judgment. No oral representations have been made or relied upon other than as expressly set forth herein.

40. Unless otherwise specified in this Final Stipulated Judgment, all notices, correspondence and other documents to be delivered to the People or DoorDash shall be made both by email (or hyperlink) and mail, and as to the People addressed to:

San Francisco District Attorney
Attention: Ernst A. Halperin
350 Rhode Island Street, #400N
San Francisco, CA 94103
ernst.halperin@sfgov.org

and as to DoorDash addressed to:

GIBSON, DUNN & CRUTCHER LLP
Attn: Michael Holecek and Alex Harris
333 South Grand Avenue
Los Angeles, CA 90071-3197
mholecek@gibsondunn.com
aharris@gibsondunn.com

41. This Final Stipulated Judgment may be executed by the parties in counterparts. For purposes of this Final Stipulated Judgment, facsimile signatures shall be deemed originals, and the parties agree to exchange original signatures as promptly as possible.

42. This Final Stipulated Judgment shall become effective upon entry. The parties need not file a Notice of Entry of Judgment.

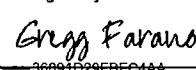
43. All disputes arising out of or relating to this Final Stipulated Judgment, including but not limited to any issues arising under the process set forth in Paragraph 19, shall first be submitted to the Settlement Conference Judge, the Honorable Simon Frankel, for resolution if he is available. Only if the dispute is not resolved through this process with the Honorable Simon Frankel or if he is unavailable may the matter be submitted to the Court for resolution.

IT IS SO STIPULATED.

Dated: 11-Sep-2025 | 8:10 PM BST

DOORDASH, INC.

Signed by:


36691D29FBF04AA...

By: Gregg Farano

Its: VP & Deputy General Counsel, Litigation

BROOKE JENKINS, SBN 276290
District Attorney, City and County of San Francisco
MATTHEW L. MCCARTHY, SBN 217871
Assistant Chief District Attorney
ERNST A. HALPERIN, SBN 175493
Assistant District Attorney

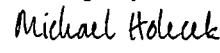
Dated: September 11 2025

By: 
ERNST A. HALPERIN, SBN 175493
Assistant District Attorney
Attorneys for THE PEOPLE OF THE STATE OF
CALIFORNIA

APPROVED AS TO FORM:

Dated: 10-Sep-2025 | 8:28 PM PDT

GIBSON, DUNN & CRUTCHER LLP

— DocuSigned by:

D481306AE9D4A0
MICHAEL HOLECEK, SBN 281034
Attorneys for Defendant DOORDASH, INC.

IT IS SO ORDERED.

SEP 19 2025

Dated: _____



THE HON. JEFFREY S. ROSS
Judge of the Superior Court

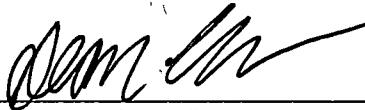
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 19, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: September 19, 2025

Brandon E. Riley, Court Executive Officer

By: 

Sean Kane, Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.102M DoorDash Settlement Ends AG Lawsuit Over Misclassified California Delivery Drivers](#)
