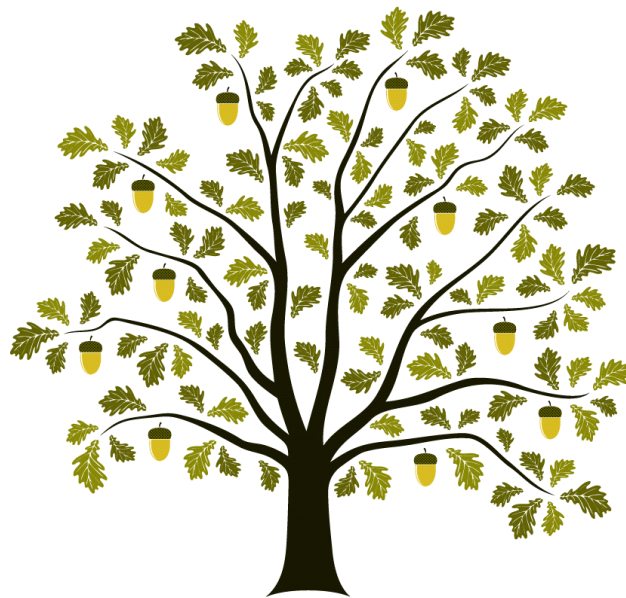


Transcript of the Testimony of  
**Samuel Spencer-30(b)(6) DoorDash**

February 11, 2025

SAUNIER v. ODOM AND DOORDASH



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Samuel Spencer-30(b)(6) DoorDash - February 11, 2025

1

STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	9TH JUDICIAL CIRCUIT
KATHY SAUNIER,	:
	:
Plaintiff,	:
	: CASE NO.
vs.	:
	: 2022-CP-10-01595
ALEXUS ODOM, Individually,	:
and DOORDASH, INC.,	:
	:
Defendants.	:

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VIDEOTAPED ZOOM 30(b)(6) DEPOSITION OF DOORDASH,  
INC., through its designated representative,  
SAMUEL SPENCER

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DATE TAKEN: Tuesday, February 11, 2025  
TIME BEGAN: 12:02 p.m. EST  
TIME ENDED: 4:55 p.m. EST  
LOCATION: Remote Appearance by All Parties

STENOGRAPHICALLY REPORTED BY:  
Marie H. Bruegger, RPR, CRR

\* \* \* \* \*

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2 (Pages 2 to 5)

2	<p>1 APPEARANCES:</p> <p>2 REPRESENTING THE PLAINTIFF:</p> <p>3 PIERCE SLOAN, LLC</p> <p>4 BY: CARL E. PIERCE, II, ESQUIRE</p> <p>5 BY: BREYTON J. BRIGGS, ESQUIRE</p> <p>6 BY: J. MORGAN FORRESTER, ESQUIRE</p> <p>7 The Blake-Grimke House</p> <p>8 321 East Bay Street</p> <p>9 Charleston, SC 29401</p> <p>10 (843) 722-7733</p> <p>11 carlpierce@piercesloan.com</p> <p>12 breytonbriggs@piercesloan.com</p> <p>13 morganforrester@piercesloan.com</p> <p>14 REPRESENTING THE DEFENDANT ALEXUS ODOM:</p> <p>15 ROBINSON, GRAY, STEPP &amp; LAFFITTE, LLC</p> <p>16 BY: LA'JESSICA STRINGFELLOW, ESQUIRE</p> <p>17 2151 Pickens Street, Suite 500</p> <p>18 Columbia, SC 29201</p> <p>19 (803) 929-1400</p> <p>20 lstringfellow@robinsongray.com</p> <p>21</p> <p>22 REPRESENTING THE DEFENDANT DOORDASH, INC.:</p> <p>23</p> <p>24 BAKER DONELSON</p> <p>25 BY: KENNY L. SAFFLES, ESQUIRE</p> <p>1600 West End Avenue</p> <p>Nashville, TN 37203</p> <p>(616) 726-5600</p> <p>ksaffles@bakerdonelson.com</p> <p>BAKER DONELSON</p> <p>BY: MYA GREEN, ESQUIRE</p> <p>850 Morrison Drive, Suite 775</p> <p>Charleston, SC 29403</p> <p>(854) 214-5900</p> <p>sgreen@bakerdonelson.com</p> <p>DOORDASH, INC.</p> <p>BY: KIMBERLY COUNCIL SHERIDAN, ESQUIRE</p> <p>4815 Regency Trace SW</p> <p>Atlanta, GA 30331</p> <p>(770) 778-6052</p> <p>kimberly.sheridan@doordash.com</p>
4	<p style="text-align: center;">I N D E X</p> <p style="text-align: right;">PAGE</p> <p>EXAMINATION</p> <p>By Mr. Pierce.....6</p> <p>Errata Sheet.....204</p> <p>Certificate of Reporter.....205</p> <p style="text-align: center;">INDEX OF EXHIBITS</p> <p>PLAINTIFF'S PAGE</p> <p>Exhibit 1 Notice of 30(b)(6) Deposition.....21</p> <p>Exhibit 2 Court Orders.....22</p> <p>Exhibit 3 Checkr Report [DoorDash Response to</p> <p>P's RFPD 3-5].....60</p> <p>Exhibit 4 10 Year Driver Record.....77</p> <p>Exhibit 5 Code of Conduct.....105</p> <p>Exhibit 6 Automobile Notice of Loss Form</p> <p>[VOY 91-93].....133</p> <p>Exhibit 7 Confirmation of Receipt of</p> <p>Automobile Notice of Loss Form.....133</p> <p>Exhibit 8 DoorDash Investigation</p> <p>Correspondence [VOY 88].....134</p> <p>Exhibit 9 3/23/20 Letter to Pierce Sloan from</p> <p>Clementi [VOY 121-123].....138</p> <p>Exhibit 10 11/11/22 Letter to Odom from Voyager</p> <p>[VOY 79-87].....140</p>
3	<p>1 APPEARANCES CONTINUED:</p> <p>2 REPRESENTING THE UIM CARRIER LIBERTY MUTUAL:</p> <p>3 TURNER, PADGET, GRAHAM &amp; LANEY</p> <p>4 BY: WILLIAM J. HORVATH, ESQUIRE</p> <p>5 40 Calhoun Street, Suite 200</p> <p>6 Charleston, SC 29401</p> <p>7 (843) 576-2800</p> <p>8 whorvath@turnerpadget.com</p> <p>9</p> <p>10 ALSO PRESENT:</p> <p>11</p> <p>12 Matthew Starling, Legal Videographer</p> <p>13 starlingvideography@gmail.com</p> <p>14 - - -</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
5	<p style="text-align: right;">PAGE</p> <p>Exhibit 11 Subpoena Correspondence.....174</p> <p>Exhibit 12 Subpoena.....183</p> <p>Exhibit 13 Communications [DoorDash Response</p> <p>to P's RFPD 7-11].....184</p> <p>Exhibit 14 Requirements for Dashing.....191</p> <p>Exhibit 15 Progressive Clean Driving Record</p> <p>Definition.....196</p> <p>Exhibit 16 Dasher Coverage [DoorDash 48].....196</p> <p>Exhibit 17 Umbrella Contract of Insurance</p> <p>[DoorDash 53].....199</p> <p>11 - - -</p> <p>12</p> <p>13 (*This transcript may contain quoted</p> <p>14 material. Such material is reproduced as read</p> <p>15 or quoted by the speaker.)</p> <p>16 - - -</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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3 (Pages 6 to 9)

6	<p>1 THE VIDEOGRAPHER: We're on the record in</p> <p>2 the video deposition of 30(b)(6) DoorDash,</p> <p>3 Inc., with Samuel Spencer, in the matter of</p> <p>4 Kathy Saunier versus Alexis Odom, individually,</p> <p>5 and DoorDash, Inc. The case number is</p> <p>6 2022-CP-10-01595. Today's date is February the</p> <p>7 11th, 2025. The court reporter is Marie</p> <p>8 Bruegger. My name is Matthew Starling. The</p> <p>9 time is now 12:02.</p> <p>10 Would counsel please identify themselves</p> <p>11 for the record.</p> <p>12 MR. PIERCE: Yes. This is Carl Pierce,</p> <p>13 and I, along with Morgan Forrester and Breyton</p> <p>14 Briggs, are here for Ms. Kathy Saunier, the</p> <p>15 plaintiff.</p> <p>16 MR. SAFFLES: Kenny Saffles and Mya Green</p> <p>17 on behalf of DoorDash.</p> <p>18 MS. STRINGFELLOW: La'Jessica Stringfellow</p> <p>19 on behalf of Alexis Odom.</p> <p>20 MS. SHERIDAN: Kimberly Sheridan, in-house</p> <p>21 counsel for DoorDash.</p> <p>22 SAMUEL SPENCER</p> <p>23 being first duly sworn, testified as follows:</p> <p>24 EXAMINATION</p> <p>25 BY MR. PIERCE:</p>	8
7	<p>1 Q All right. Mr. Spencer, my name is Carl</p> <p>2 Pierce. You just heard me introduce myself.</p> <p>3 Would you state your full name for the</p> <p>4 record, for the ladies and gentlemen of the jury.</p> <p>5 A Yes. Samuel Spencer.</p> <p>6 Q Have you ever -- Mr. Spencer, have you</p> <p>7 ever had your deposition taken before?</p> <p>8 A I have.</p> <p>9 Q All right. And have you had your</p> <p>10 deposition taken in the capacity as a 30(b)(6)</p> <p>11 witness for DoorDash?</p> <p>12 A I have.</p> <p>13 Q How many times?</p> <p>14 A I would estimate 15.</p> <p>15 Q So you've testified on behalf of DoorDash</p> <p>16 approximately 15 times?</p> <p>17 A That's right.</p> <p>18 Q All right. Well, that should shorten some</p> <p>19 things today at least. With regard to depositions,</p> <p>20 you know that the normal rules are you can't give a</p> <p>21 nonverbal response, and you should say complete,</p> <p>22 clear, and cogent answers, to the best of your</p> <p>23 ability. Do you understand that?</p> <p>24 A Yes.</p> <p>25 Q And at any time you ask me to repeat or</p>	9
	<p>1 rephrase the question, I'll be glad to do so. Do</p> <p>2 you understand that?</p> <p>3 A Yes.</p> <p>4 Q And you understand you're under oath?</p> <p>5 A Yes.</p> <p>6 Q All right. And that I have the right to</p> <p>7 understand that you completely understand my</p> <p>8 question if you do verbally respond to it. Is that</p> <p>9 fair enough?</p> <p>10 A That's fair.</p> <p>11 Q All right. And there's no medications</p> <p>12 that you're under today that would inhibit your</p> <p>13 ability to give full, complete, fair, and truthful</p> <p>14 answers. Is that fair enough?</p> <p>15 A Correct.</p> <p>16 Q All right. What have you done in</p> <p>17 preparation for this deposition today?</p> <p>18 A I had a few meetings with counsel.</p> <p>19 Q Okay. When you say counsel, would that</p> <p>20 include the young lady, Ms. Sheridan here, that's</p> <p>21 with us as in-house counsel for DoorDash as well?</p> <p>22 MR. SAFFLES: Object to form. That's</p> <p>23 getting into privileged information. He's</p> <p>24 testified he's met with counsel. Anything</p> <p>25 further would be privileged.</p>	

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4 (Pages 10 to 13)

10	<p>1 A No.</p> <p>2 Q So you've only reviewed the documents that</p> <p>3 were actually produced in this litigation?</p> <p>4 A Correct.</p> <p>5 Q Have you had an opportunity to review</p> <p>6 Ms. Odom's deposition?</p> <p>7 A No.</p> <p>8 Q Have you reviewed any documents that the</p> <p>9 plaintiff has subpoenaed in this litigation?</p> <p>10 A Not that I'm aware of.</p> <p>11 Q Have you interviewed or spoken to anybody</p> <p>12 at DoorDash regarding any of the areas of inquiry in</p> <p>13 this 30(b)(6) notice?</p> <p>14 A No.</p> <p>15 Q So you've not -- you've seen numerous</p> <p>16 people that are mentioned in these emails and in</p> <p>17 these different communications, but you have not</p> <p>18 interviewed them orally to ascertain what they knew</p> <p>19 outside of the documents?</p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: Correct.</p> <p>23 BY MR. PIERCE:</p> <p>24 Q All right. So if I -- and I will at times</p> <p>25 ask you if you spoke with any of these witnesses,</p>	12	<p>1 Q All right. Has anyone -- have you ever</p> <p>2 asked to speak to any witnesses and been denied that</p> <p>3 access?</p> <p>4 A Ever? Did you say ever?</p> <p>5 Q Yes, yes.</p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: No. I've not asked and been</p> <p>9 denied.</p> <p>10 BY MR. PIERCE:</p> <p>11 Q All right. In the previous 15 times</p> <p>12 you've testified for DoorDash, you've never found it</p> <p>13 necessary to interview any potential witnesses on</p> <p>14 behalf of DoorDash?</p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: I have not interviewed any</p> <p>18 witnesses in my previous depositions.</p> <p>19 BY MR. PIERCE:</p> <p>20 Q And nor have you asked to interview them,</p> <p>21 correct?</p> <p>22 MR. SAFFLES: Object to form. Asked and</p> <p>23 answered. You may answer again.</p> <p>24 THE WITNESS: I have not.</p> <p>25 BY MR. PIERCE:</p>
11	<p>1 because I can't help myself, but sitting here today,</p> <p>2 other than meeting with the lawyers and reviewing</p> <p>3 the documents, have you done anything else to</p> <p>4 prepare for this deposition?</p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: No.</p> <p>8 BY MR. PIERCE:</p> <p>9 Q When you testified for the 30 -- in the</p> <p>10 other 30(b)(6) notices of deposition, or depositions</p> <p>11 for DoorDash, did you ever have an opportunity to</p> <p>12 meet or talk to witnesses?</p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: No.</p> <p>16 BY MR. PIERCE:</p> <p>17 Q So it is DoorDash's policy, then, that</p> <p>18 their 30(b)(6) witness does not interview any</p> <p>19 witnesses in preparation for their deposition?</p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: I don't know if it's a</p> <p>23 policy, but I haven't spoken to witness --</p> <p>24 witnesses -- in previous depositions.</p> <p>25 BY MR. PIERCE:</p>	13	<p>1 Q How long did you spend preparing for this</p> <p>2 deposition?</p> <p>3 A I would say about three to four hours.</p> <p>4 Q Would you agree with me that you aren't</p> <p>5 here to disclaim knowledge of the facts known by</p> <p>6 other individuals within DoorDash concerning the</p> <p>7 facts and circumstances involving this case?</p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: I agree.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q Would you also agree that you have a duty,</p> <p>13 pursuant to the 30(b)(6) notice, to ascertain the</p> <p>14 facts from these employees and/or former employees</p> <p>15 of DoorDash as with regard to the questions posed in</p> <p>16 the 30(b)(6) notice?</p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: I agree.</p> <p>20 BY MR. PIERCE:</p> <p>21 Q Would you also agree that DoorDash has an</p> <p>22 affirmative duty to ensure that you have knowledge</p> <p>23 of all information of the notice topics reasonably</p> <p>24 available, and you are prepared to provide complete,</p> <p>25 binding answers on that information?</p>

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5 (Pages 14 to 17)

14	<p>1 MR. SAFFLES: Object to form. I'd also</p> <p>2 point out, Counsel, this is basically asking</p> <p>3 for legal conclusions that are wrapped up in</p> <p>4 the rules.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q You can answer.</b></p> <p>7 MR. PIERCE: And you're not allowed to</p> <p>8 coach the witness with objections like that,</p> <p>9 but hopefully, we won't have a problem and have</p> <p>10 to get the judge on the phone.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q But go ahead and answer.</b></p> <p>13 A I've reviewed the topic list, and yes, I'm</p> <p>14 prepared to discuss those today.</p> <p>15 <b>Q Would you agree that DoorDash has an</b></p> <p>16 <b>affirmative duty and an order of the court in South</b></p> <p>17 <b>Carolina to make sure that you're prepared to answer</b></p> <p>18 <b>the questions on the topics?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: I agree.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q Have you seen the court order requiring</b></p> <p>24 <b>you to answer, or DoorDash to answer?</b></p> <p>25 A Yes, I believe I have.</p>	16	<p>1 <b>Q All right. So that would have meant you</b></p> <p>2 <b>probably worked in your mid-20s in the food and</b></p> <p>3 <b>beverage industry?</b></p> <p>4 A Yes.</p> <p>5 <b>Q And so after food and beverage, where did</b></p> <p>6 <b>you go to work?</b></p> <p>7 A I joined a company by the name of Weebly,</p> <p>8 Inc. at the time.</p> <p>9 <b>Q What did you do for Weebly?</b></p> <p>10 A I was a technical support representative.</p> <p>11 <b>Q All right. What did you do as a technical</b></p> <p>12 <b>support representative for Weebly?</b></p> <p>13 A I helped small business owners build their</p> <p>14 online website.</p> <p>15 <b>Q How long were you with Weebly?</b></p> <p>16 A Close to four years.</p> <p>17 <b>Q So you're now approaching 30 years old, so</b></p> <p>18 <b>what did you do after Weebly?</b></p> <p>19 A Then I joined DoorDash.</p> <p>20 <b>Q Have you been with DoorDash five or six</b></p> <p>21 <b>years?</b></p> <p>22 A Yes, sir.</p> <p>23 <b>Q And what have you done for DoorDash?</b></p> <p>24 A I've been a customer support</p> <p>25 representative, I've been a specialist, a team lead,</p>
15	<p>1 <b>Q Would you tell me what your job title is</b></p> <p>2 <b>with DoorDash.</b></p> <p>3 A I'm an analytics manager.</p> <p>4 <b>Q All right. What is your educational</b></p> <p>5 <b>background?</b></p> <p>6 A High school graduate, completed some</p> <p>7 college.</p> <p>8 <b>Q Where did you attend college?</b></p> <p>9 A Arizona State University.</p> <p>10 <b>Q How many years did you complete?</b></p> <p>11 A One.</p> <p>12 <b>Q So you went to high school and went to one</b></p> <p>13 <b>year of college?</b></p> <p>14 A Correct.</p> <p>15 <b>Q And then where did you go after college</b></p> <p>16 <b>the one year?</b></p> <p>17 A I went to work.</p> <p>18 <b>Q Where did you go to work?</b></p> <p>19 A I started working in the restaurant</p> <p>20 industry as a server/bartender.</p> <p>21 <b>Q How old are you today, Mr. Spencer?</b></p> <p>22 A I'm 35 years old.</p> <p>23 <b>Q How long were you in the food and beverage</b></p> <p>24 <b>industry?</b></p> <p>25 A About five -- five, six years.</p>	17	<p>1 and now an analytics manager.</p> <p>2 <b>Q When did you give your first 30(b)(6)</b></p> <p>3 <b>testimony on behalf of DoorDash?</b></p> <p>4 A Late 2022, if I remember correctly.</p> <p>5 <b>Q Were you involved in the underlying</b></p> <p>6 <b>situation that gave rise to the 30(b)(6) testimony,</b></p> <p>7 <b>or did they just ask you to sit in that role?</b></p> <p>8 A I was asked to be a corporate</p> <p>9 representative. I wasn't involved in the subject</p> <p>10 matter.</p> <p>11 <b>Q Did you go to any training in order to</b></p> <p>12 <b>prepare you to be a 30(b)(6) witness for DoorDash?</b></p> <p>13 A There was a -- yes, there was a training.</p> <p>14 <b>Q Tell me about it.</b></p> <p>15 A It really just --</p> <p>16 MR. SAFFLES: Objection. Just to say,</p> <p>17 Mr. Spencer, if there's anything</p> <p>18 attorney-client privileged, not to testify to</p> <p>19 that.</p> <p>20 THE WITNESS: It really just kind of</p> <p>21 covered the mechanics of a deposition, just</p> <p>22 the -- some of the etiquette and some of the</p> <p>23 things that we -- you know, typically, the</p> <p>24 rules that we cover at the beginning of a</p> <p>25 deposition.</p>



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6 (Pages 18 to 21)

18	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q All right. Was this an off-site</b></p> <p>3 <b>preparation? In other words, did you attend a</b></p> <p>4 <b>seminar?</b></p> <p>5 A No.</p> <p>6 <b>Q This was something DoorDash did in-house?</b></p> <p>7 A Yes.</p> <p>8 <b>Q So today, sitting here, you understand</b></p> <p>9 <b>that you're speaking on behalf of DoorDash, correct?</b></p> <p>10 A Correct.</p> <p>11 <b>Q That you understand that what you say</b></p> <p>12 <b>binds DoorDash as their 30(b)(6) representative,</b></p> <p>13 <b>correct?</b></p> <p>14 A Correct.</p> <p>15 <b>Q And you understand that the court has --</b></p> <p>16 <b>not only have you been served with the topic areas,</b></p> <p>17 <b>but there's a further step involved in this matter,</b></p> <p>18 <b>that the court has ordered DoorDash to speak as to</b></p> <p>19 <b>each and every one of these subject areas. Do you</b></p> <p>20 <b>understand that?</b></p> <p>21 A Understood.</p> <p>22 <b>Q You understand as the DoorDash employee</b></p> <p>23 <b>testifying for the company, it is your job to tell</b></p> <p>24 <b>the truth today?</b></p> <p>25 A Yes.</p>	20	<p>1 A Correct.</p> <p>2 <b>Q Have you spoken with any of the employees</b></p> <p>3 <b>at Assurant or Voyager?</b></p> <p>4 MR. SAFFLES: Object to form. Are you</p> <p>5 meaning with regard to this deposition or in</p> <p>6 general?</p> <p>7 MR. PIERCE: Well, either. How about</p> <p>8 let's talk about this deposition.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q With regard to this deposition, have you</b></p> <p>11 <b>talked to anyone at Assurant or Voyager about the</b></p> <p>12 <b>subject matter that is covered by this deposition</b></p> <p>13 <b>notice and the court order?</b></p> <p>14 A No.</p> <p>15 <b>Q Have you spoken to Ms. Odom, assuming she</b></p> <p>16 <b>wasn't covered by my earlier questions, regarding</b></p> <p>17 <b>the subject of this deposition notice and the court</b></p> <p>18 <b>order?</b></p> <p>19 A I did not.</p> <p>20 <b>Q Is there anyone that you're aware of at</b></p> <p>21 <b>DoorDash that knows anything more than you do about</b></p> <p>22 <b>the subject matter or the topic areas in the</b></p> <p>23 <b>30(b)(6) notice and the court order?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
19	<p>1 <b>Q It is not your job, you understand, to</b></p> <p>2 <b>interpret things in the light most favorable to</b></p> <p>3 <b>DoorDash, but to seek and tell the truth, correct?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: Yes.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q You don't believe it's your job to be</b></p> <p>9 <b>evasive on behalf of DoorDash today, correct?</b></p> <p>10 MR. SAFFLES: Object to form. You may</p> <p>11 answer.</p> <p>12 THE WITNESS: Correct.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q Is one of the things you reviewed today</b></p> <p>15 <b>the accident report involving the November 10th,</b></p> <p>16 <b>2019, collision involving the DoorDash Dasher?</b></p> <p>17 A I don't believe I reviewed the accident or</p> <p>18 police report.</p> <p>19 <b>Q From any of the documents that you did</b></p> <p>20 <b>review, did you ascertain the time and location of</b></p> <p>21 <b>the collision?</b></p> <p>22 A I'm clear on the -- pardon me. I'm clear</p> <p>23 on the time. I can't recall the exact location.</p> <p>24 <b>Q You know it was approximately 6:35 p.m. on</b></p> <p>25 <b>November 10th, 2019, correct?</b></p>	21	<p>1 THE WITNESS: Not to my knowledge.</p> <p>2 MR. PIERCE: The first exhibit, Madam</p> <p>3 Court Reporter, I want to mark is the notice of</p> <p>4 Rule 30(b)(6) deposition of Defendant DoorDash.</p> <p>5 (Plaintiff's Exhibit 1, Notice of</p> <p>6 30(b)(6) Deposition, was marked for</p> <p>7 identification.)</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Just so we're clear on the record,</b></p> <p>10 <b>Mr. Spencer -- I want to make sure that we're</b></p> <p>11 <b>working from the same playbook -- is this the</b></p> <p>12 <b>subject areas that you're prepared to testify to</b></p> <p>13 <b>today?</b></p> <p>14 MR. SAFFLES: Can you show him all of</p> <p>15 them?</p> <p>16 MR. PIERCE: Sure.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q Again, Mr. Spencer, I think I see you</b></p> <p>19 <b>nodding. Is that the 30(b)(6) notice that you were</b></p> <p>20 <b>provided in preparation for your testimony today?</b></p> <p>21 A This appears to be the same topic list I</p> <p>22 reviewed, yes.</p> <p>23 MR. PIERCE: Again, that will be</p> <p>24 Plaintiff's Exhibit 1.</p> <p>25 Let's go to Tab 2, the court's order, and</p>

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7 (Pages 22 to 25)

22	<p>1 this is what we call a Form 4 under South</p> <p>2 Carolina's parlance.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q And I think you -- I believe you said,</b></p> <p>5 <b>Mr. Spencer, that you reviewed this and understand</b></p> <p>6 <b>that you're to give testimony on all areas pursuant</b></p> <p>7 <b>to the order of the court. Is that correct?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: Correct.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q All right. I'm going to mark that as</b></p> <p>13 <b>Plaintiff's Exhibit 2 to your deposition,</b></p> <p>14 <b>Mr. Spencer, on behalf of DoorDash.</b></p> <p>15 <b>(Plaintiff's Exhibit 2, Court Orders,</b></p> <p>16 <b>were marked for identification.)</b></p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q And let me rephrase that. That's</b></p> <p>19 <b>Plaintiff's Exhibit 2, and you're here and</b></p> <p>20 <b>testifying with regard to this court order and the</b></p> <p>21 <b>30(b)(6) notice of deposition, correct?</b></p> <p>22 A Correct.</p> <p>23 <b>Q And I think I asked you earlier on if you</b></p> <p>24 <b>had seen only the documents that have been provided</b></p> <p>25 <b>by DoorDash, and I think I got an affirmative</b></p>	24	<p>1 <b>time of the collision?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: She was on --</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q Okay. Go ahead. I didn't mean to cut you</b></p> <p>7 <b>off.</b></p> <p>8 A Yes. She was -- she was on an active</p> <p>9 delivery, acting as an independent contracted</p> <p>10 delivery driver, yes.</p> <p>11 <b>Q All right. My question to you, was she on</b></p> <p>12 <b>a Dash with DoorDash, as that parlance is known, at</b></p> <p>13 <b>the time of the collision with Ms. Saunier?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: She was on a Dash at the</p> <p>17 time of the collision.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q And do you understand that she was</b></p> <p>20 <b>actively following the DoorDash GPS from the app at</b></p> <p>21 <b>the time of the collision?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: DoorDash does not have GPS.</p> <p>25 BY MR. PIERCE:</p>
23	<p>1 <b>response with regard to that question. Is that</b></p> <p>2 <b>true?</b></p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: Correct.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q I may ask you today to seek additional</b></p> <p>8 <b>documents, and are you prepared to do that if we can</b></p> <p>9 <b>determine that there are additional documents?</b></p> <p>10 MR. SAFFLES: Object to form. You may</p> <p>11 answer.</p> <p>12 THE WITNESS: Yes, I mean, yeah, I would</p> <p>13 partner with counsel, defer to them, but</p> <p>14 potentially, yes.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q You understand that Ms. Odom was involved</b></p> <p>17 <b>in a collision with Ms. Saunier, our client, on</b></p> <p>18 <b>November 10th, 2019, correct?</b></p> <p>19 A Correct.</p> <p>20 <b>Q And you understand at that time, Ms. Odom</b></p> <p>21 <b>was an approved DoorDash Dasher, correct?</b></p> <p>22 A Correct.</p> <p>23 MR. SAFFLES: Object to form.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q And she was on a Dash for DoorDash at the</b></p>	25	<p>1 <b>Q All right. All right. Let me ask it this</b></p> <p>2 <b>way: Do you understand that she was following the</b></p> <p>3 <b>app and the directions provided by the DoorDash app</b></p> <p>4 <b>at the moment of the collision?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: The DoorDash app itself does</p> <p>8 not provide navigation or routes.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q All right. Well, if she said she was</b></p> <p>11 <b>providing (sic) what showed up on her DoorDash app,</b></p> <p>12 <b>what was she following?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: So there's a few options.</p> <p>16 They would be Google Maps, Apple Maps, Waze.</p> <p>17 But these are not applications developed by</p> <p>18 DoorDash.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Are they used in the DoorDash app to</b></p> <p>21 <b>provide navigation?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: Within the Dasher app,</p> <p>25 someone can click "Navigation," which would</p>

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8 (Pages 26 to 29)

<p style="text-align: right;">26</p> <p>1 then take them to one of these third parties, 2 whichever they choose. 3 BY MR. PIERCE: 4 <b>Q And all they would have to do would be to</b> 5 <b>hit the navigation, or would they have to choose one</b> 6 <b>of those other apps?</b> 7 A There's an option in the settings to 8 choose. 9 <b>Q Navigation only or one of these other apps</b> 10 <b>as part of it?</b> 11 A There's an option to choose which 12 third-party navigation app they prefer, and 13 then they -- 14 <b>Q So -- I'm sorry to interrupt you.</b> 15 A And then there's -- yeah. There's a 16 button in the app to open the third-party 17 navigation. 18 <b>Q All right. So that is an actual</b> 19 <b>application that's provided pursuant to the app</b> 20 <b>that's given to her or that she is using as part of</b> 21 <b>being a DoorDash Dasher on a Dash?</b> 22 MR. SAFFLES: Object to form. You may 23 answer. 24 THE WITNESS: If Ms. Odom chose to use a 25 third-party navigation app, that was, you know,</p>	<p style="text-align: right;">28</p> <p>1 <b>to find the location of the person they're</b> 2 <b>delivering the food to, correct?</b> 3 MR. SAFFLES: Object to form. You may 4 answer. 5 THE WITNESS: There is no requirement by 6 DoorDash for Dashers to use navigation. 7 BY MR. PIERCE: 8 <b>Q That wasn't my question. I asked you if</b> 9 <b>that was something they could do by clicking</b> 10 <b>navigation, that is something that's provided them</b> 11 <b>pursuant to the DoorDash app, and if they choose to</b> 12 <b>use that, it directs them to one of these apps,</b> 13 <b>correct?</b> 14 MR. SAFFLES: Object to form. You can 15 answer. 16 THE WITNESS: If they choose to use it, 17 correct. 18 BY MR. PIERCE: 19 <b>Q And if they choose to use the navigation</b> 20 <b>app that's part of the DoorDash app, but haven't</b> 21 <b>selected one of the three options, what happens</b> 22 <b>then? How do they find the person they're</b> 23 <b>delivering the food to?</b> 24 MR. SAFFLES: Object to form. You may 25 answer.</p>
<p style="text-align: right;">27</p> <p>1 fully her decision. I don't know which one she 2 was using. 3 BY MR. PIERCE: 4 <b>Q But it was contained within the DoorDash</b> 5 <b>app. She didn't have to go and use a separate</b> 6 <b>device. It was within the DoorDash app that she was</b> 7 <b>using at the time of the collision, as far as you</b> 8 <b>know?</b> 9 MR. SAFFLES: Object to form. You may 10 answer. 11 THE WITNESS: Well, no. My understanding 12 is that it opens the third-party app. 13 BY MR. PIERCE: 14 <b>Q The DoorDash app itself opens the</b> 15 <b>third-party app?</b> 16 MR. SAFFLES: Object to form. You may 17 answer. 18 THE WITNESS: There's a -- there's a 19 button within the DoorDash app that would 20 redirect them to the third party. 21 BY MR. PIERCE: 22 <b>Q And that is pursuant to the application</b> 23 <b>that is provided to the DoorDash Dasher as part of</b> 24 <b>their -- that they utilize as part of their duties</b> 25 <b>and responsibilities as a DoorDash Dasher in order</b></p>	<p style="text-align: right;">29</p> <p>1 THE WITNESS: Well, they could -- you 2 know, they're not limited to just those 3 options. They could use a separate app that 4 they've downloaded, if they prefer, or, I mean, 5 if they're familiar enough with the area and 6 don't need navigation assistance. It's 7 completely up to the Dasher how they complete 8 the delivery. 9 BY MR. PIERCE: 10 <b>Q But if she chooses to use the DoorDash</b> 11 <b>navigation app, she's directed to one of these three</b> 12 <b>options by the app itself, correct?</b> 13 A If she chooses the option within the app, 14 yes, those are the three options. 15 <b>Q And that is the DoorDash app, correct,</b> 16 <b>that we're talking about?</b> 17 MR. SAFFLES: Object to form. You may 18 answer. 19 THE WITNESS: Correct. 20 BY MR. PIERCE: 21 <b>Q Are you aware that the DoorDash app, the</b> 22 <b>navigation portion of it she was using, Ms. Odom,</b> 23 <b>directed her to take a left turn at a</b> 24 <b>traffic-controlled green light where there was a no</b> 25 <b>left turn sign. Are you aware of that?</b></p>

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9 (Pages 30 to 33)

30	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: I didn't review the accident</p> <p>4 report, so I wasn't aware of that exact detail.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q You understand that Ms. Odom, acting as a</b></p> <p>7 <b>DoorDash Dasher, was exclusively and solely at fault</b></p> <p>8 <b>in this collision. Do you understand that?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: Again, I didn't review the</p> <p>12 accident report. I don't have anything to</p> <p>13 dispute that.</p> <p>14 BY MR. PIERCE:</p> <p>15 <b>Q Sitting here today, and I think you</b></p> <p>16 <b>anticipated that question, do you have any evidence</b></p> <p>17 <b>that indicates that Ms. Saunier had anything to do</b></p> <p>18 <b>with the -- in terms of fault with the accident that</b></p> <p>19 <b>occurred on November 10th, 2019, at approximately</b></p> <p>20 <b>6:35 p.m.?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: Not to my knowledge.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q Do you have any experience yourself in</b></p>	32	<p>1 <b>department?</b></p> <p>2 A I would -- I would estimate around 100.</p> <p>3 <b>Q What kind of job titles do the folks in</b></p> <p>4 <b>the safety department have? Can you give me some</b></p> <p>5 <b>examples?</b></p> <p>6 A So it'd be -- I mean, it's going to be</p> <p>7 primarily still customer support, but more related</p> <p>8 to safety concerns. So if Dashers or customers or</p> <p>9 merchants, anyone is reaching out with a safety</p> <p>10 concern, you know, there's someone there to assist</p> <p>11 them.</p> <p>12 <b>Q Are you in the safety department at</b></p> <p>13 <b>DoorDash?</b></p> <p>14 A No.</p> <p>15 <b>Q What is your department called at</b></p> <p>16 <b>DoorDash?</b></p> <p>17 A So I'm part of integrity operations.</p> <p>18 <b>Q Integrity operations, what does that mean?</b></p> <p>19 A So it really covers all of our customer</p> <p>20 support, so anyone reaching out to us for any</p> <p>21 reason.</p> <p>22 <b>Q Who's your direct supervisor?</b></p> <p>23 A Jessica Morse.</p> <p>24 <b>Q And what is her job title?</b></p> <p>25 A Can you repeat that?</p>
31	<p>1 <b>transportation management?</b></p> <p>2 A I guess could you define what you mean by</p> <p>3 "transportation management"?</p> <p>4 <b>Q Well, the safe and orderly operation of</b></p> <p>5 <b>vehicles in pursuit of the delivery of goods, such</b></p> <p>6 <b>as DoorDash is doing here. Do you have any training</b></p> <p>7 <b>in that, anything, you know, in that high school or</b></p> <p>8 <b>that one year or in your experience working?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: Not directly in</p> <p>12 transportation management, no.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q Have you received any training from</b></p> <p>15 <b>DoorDash about the safe and orderly delivery of</b></p> <p>16 <b>goods or services?</b></p> <p>17 A No.</p> <p>18 <b>Q Do you just receive your normal rate of</b></p> <p>19 <b>pay for being a 30(b)(6) designee, or are you</b></p> <p>20 <b>provided additional compensation?</b></p> <p>21 A It's my normal rate of pay.</p> <p>22 <b>Q Does DoorDash itself have a safety</b></p> <p>23 <b>department?</b></p> <p>24 A Yes.</p> <p>25 <b>Q How many employees are in their safety</b></p>	33	<p>1 <b>Q What is her job title? I'm sorry. I</b></p> <p>2 <b>think my voice faded off.</b></p> <p>3 A Director of integrity operations.</p> <p>4 <b>Q And who does she report to?</b></p> <p>5 A Arielle Solomon.</p> <p>6 <b>Q And what is Arielle's job title?</b></p> <p>7 A Vice president of integrity operations, I</p> <p>8 believe.</p> <p>9 <b>Q And who does Arielle Solomon report to?</b></p> <p>10 A So now at this point, we're getting into</p> <p>11 like the executive team, so I don't know if she</p> <p>12 reports to one individual, but at that point, you</p> <p>13 know, Arielle's reporting to the executive team.</p> <p>14 <b>Q And would that be folks like Tony Xu and</b></p> <p>15 <b>others?</b></p> <p>16 A Correct.</p> <p>17 <b>Q And is this integrity department, is that</b></p> <p>18 <b>nomenclature that Mr. Xu has developed, if you know?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: I don't know who came up</p> <p>22 with the name.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q Do you get emails from Mr. Xu from time to</b></p> <p>25 <b>time?</b></p>

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10 (Pages 34 to 37)

34	<p>1 A Yes, not directly just to me, but more</p> <p>2 company-wide emails.</p> <p>3 <b>Q And those are titled emails from Tony or</b></p> <p>4 <b>something to that effect?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: No. It'll -- no. It'll be</p> <p>8 more so just company-wide announcements.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q How many DoorDash drivers are there</b></p> <p>11 <b>currently?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: I don't know.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q Can you give me a ballpark estimate?</b></p> <p>17 MR. SAFFLES: Carl, are you asking about</p> <p>18 Dashers?</p> <p>19 MR. PIERCE: Yes, DoorDash drivers, yes,</p> <p>20 ones that deliver the food.</p> <p>21 MR. SAFFLES: Object to form, but you may</p> <p>22 answer.</p> <p>23 THE WITNESS: As far as number of</p> <p>24 independent contracted Dashers, it would be</p> <p>25 more of a -- it would be more of a guess. It</p>	36	<p>1 background check.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q Which requires you, I believe that your</b></p> <p>4 <b>literature suggests, you have a clean driving</b></p> <p>5 <b>record. Isn't that correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: That there's nothing in your</p> <p>9 driving record that would disqualify you from</p> <p>10 passing a background check.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q In other words, it's clean, correct? Is</b></p> <p>13 <b>that the terminology you guys use?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: I don't recall seeing that,</p> <p>17 but sure.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q All right. To the extent a DoorDash</b></p> <p>20 <b>driver seeks information regarding general safety</b></p> <p>21 <b>policies and procedures and the types of training</b></p> <p>22 <b>that DoorDash offers to Dashers, where can they go</b></p> <p>23 <b>to obtain that information?</b></p> <p>24 A So DoorDash doesn't offer training to</p> <p>25 Dashers.</p>
35	<p>1 wouldn't be an estimate. I don't have a good</p> <p>2 estimate.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q You don't know if it's millions or</b></p> <p>5 <b>hundreds of thousands or tens of thousands?</b></p> <p>6 A Closer to millions, I would -- I would</p> <p>7 estimate.</p> <p>8 <b>Q Okay. And I might be getting a little bit</b></p> <p>9 <b>ahead of myself, but the only requirements that you</b></p> <p>10 <b>have to have to be a DoorDash driver would be you've</b></p> <p>11 <b>got to be 18 years old, correct?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: That's -- yes. That's one</p> <p>15 requirement to be a Dasher.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Yeah. And then you have to have a valid</b></p> <p>18 <b>driver's license, correct?</b></p> <p>19 A If you are planning to Dash using a motor</p> <p>20 vehicle, yes.</p> <p>21 <b>Q And you have to have a clean driving</b></p> <p>22 <b>record. That's the third requirement, correct?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: You have to pass a</p>	37	<p>1 <b>Q Of any kind?</b></p> <p>2 A Correct.</p> <p>3 <b>Q Sitting here today, do you know whether</b></p> <p>4 <b>the DoorDash application and -- as applied, still</b></p> <p>5 <b>would instruct a driver to take an illegal left turn</b></p> <p>6 <b>at the Septima P. Clark Parkway at the intersection</b></p> <p>7 <b>of Rutledge if you're headed south? Do you know</b></p> <p>8 <b>whether they would direct you to do that --</b></p> <p>9 MR. SAFFLES: Object to --</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q -- if you use the navigation aid?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: The DoorDash app never</p> <p>15 directly tells Dashers where to turn.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q And it has -- and I know your testimony</b></p> <p>18 <b>has been it's got some subparts in it, but using the</b></p> <p>19 <b>DoorDash navigation app, as Ms. Odom did on</b></p> <p>20 <b>November 10th, 2019, would it still today direct her</b></p> <p>21 <b>to make that left turn --</b></p> <p>22 MR. SAFFLES: Object to form.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q -- if you know?</b></p> <p>25 MR. SAFFLES: Object to form. You may</p>

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11 (Pages 38 to 41)

<p>38</p> <p>1 answer.</p> <p>2 THE WITNESS: Sorry. I just want to be</p> <p>3 clear. There's no DoorDash navigation app.</p> <p>4 DoorDash hasn't developed a navigation app. I</p> <p>5 don't know which third party Ms. Odom was using</p> <p>6 at the time, and I don't know if they have</p> <p>7 since corrected this recommendation.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Ms. Odom testified under oath that she was</b></p> <p>10 <b>using the DoorDash app, and you're telling me that</b></p> <p>11 <b>you have to go to the navigation section of it and</b></p> <p>12 <b>click on that. If she was using that, would it</b></p> <p>13 <b>today still tell her to take that illegal left turn?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: It depends if Ms. Odom was</p> <p>17 using Google Maps, Apple Maps, or Waze and if</p> <p>18 that company has since updated the</p> <p>19 recommendation for that route. I don't know.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q So sitting here today, utilizing the app</b></p> <p>22 <b>that she was provided by DoorDash, you don't know</b></p> <p>23 <b>and haven't investigated whether it would still</b></p> <p>24 <b>direct her to make that turn?</b></p> <p>25 MR. SAFFLES: Object to form. You may</p>	<p>40</p> <p>1 third party companies that developed this navigation</p> <p>2 technology, so I don't know.</p> <p>3 <b>Q Do you know why Ms. Odom, utilizing the</b></p> <p>4 <b>app that was provided with the DoorDash application,</b></p> <p>5 <b>was directed by that application to make that turn?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: I don't know.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Well, you would agree with me that Google</b></p> <p>11 <b>Maps, Waze, or Apple Maps aren't responsible for</b></p> <p>12 <b>DoorDash drivers, correct?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: The navigation that the</p> <p>16 Dasher -- yes, they're not responsible for the</p> <p>17 route that the Dasher ultimately chooses.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q How many accidents can a DoorDash driver</b></p> <p>20 <b>have and still have a clean driving record?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: I'm not aware of -- there's</p> <p>24 not necessarily a set number. I think it would</p> <p>25 depend on the other details around the</p>
<p>39</p> <p>1 answer.</p> <p>2 THE WITNESS: It's not a</p> <p>3 DoorDash-developed technology.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q That's not my question. I'm just</b></p> <p>6 <b>questioning -- I'm asking you the question of using</b></p> <p>7 <b>the navigation app, if she clicked on navigation,</b></p> <p>8 <b>and she went to the same location today, would it</b></p> <p>9 <b>tell her to take an illegal left turn? You either</b></p> <p>10 <b>know it or you don't know it. What's the answer?</b></p> <p>11 MR. SAFFLES: Object to form. Asked and</p> <p>12 answered. He's answered that question, Carl.</p> <p>13 You've asked him several times.</p> <p>14 MR. PIERCE: No, he hasn't. He wants to</p> <p>15 talk about, you know, what subpart that the app</p> <p>16 is using. I'm asking him another question,</p> <p>17 which is the question about whether today it</p> <p>18 would still direct you to make that turn. If</p> <p>19 he knows it, he can answer it. If he doesn't,</p> <p>20 just tell me he doesn't know.</p> <p>21 MR. SAFFLES: He has told you he doesn't</p> <p>22 know.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q Go ahead and answer, witness.</b></p> <p>25 A Yeah. I can't -- I can't speak for the</p>	<p>41</p> <p>1 accident.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q Well, let's ask -- let me ask you about</b></p> <p>4 <b>some of those other details. Assume this is a lady</b></p> <p>5 <b>that just, within a couple years, had a -- got her</b></p> <p>6 <b>driver's license, and she was either barely 18 or</b></p> <p>7 <b>barely 19 years old. The fact that she had two</b></p> <p>8 <b>previous accidents that she was at fault at, would</b></p> <p>9 <b>that qualify or disqualify from her being a DoorDash</b></p> <p>10 <b>driver?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q You can answer.</b></p> <p>15 A I mean, the only -- the only -- the only</p> <p>16 real detail there was at fault that you mentioned,</p> <p>17 so I still don't know the severity. I think a lot</p> <p>18 of it is also going to come down to if the state</p> <p>19 still sees the person fit to operate a motor</p> <p>20 vehicle, hasn't taken away their license.</p> <p>21 <b>Q All right. Well, that's a good point. So</b></p> <p>22 <b>what you're really saying is that someone, to drive</b></p> <p>23 <b>for DoorDash, doesn't have to have a clean driving</b></p> <p>24 <b>record. All they really have to have is a South</b></p> <p>25 <b>Carolina driver's license, correct?</b></p>

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12 (Pages 42 to 45)

42	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: A valid license is certainly</p> <p>4 something that is looked at in the background</p> <p>5 check, but it's not the only thing taken into</p> <p>6 consideration.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q All right. Let me ask you, within the</b></p> <p>9 <b>previous nine months, if someone has two at-fault</b></p> <p>10 <b>accidents, are they still allowed to drive for</b></p> <p>11 <b>DoorDash?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: I think there's -- I think</p> <p>15 there's still other variables that would need</p> <p>16 to be considered.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q All right. Well, tell me about those</b></p> <p>19 <b>variables and where they would be found in the</b></p> <p>20 <b>literature from DoorDash.</b></p> <p>21 A I don't know if these are in the</p> <p>22 literature for DoorDash. I mean, DoorDash does</p> <p>23 enlist a third party background check company. An</p> <p>24 example may be if a -- an at-fault accident that</p> <p>25 resulted in fatality, that may carry more weight</p>	44	<p>1 <b>here?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: Well, I know that every</p> <p>5 at-fault accident is not disqualifying. As far</p> <p>6 as like a full outline of each criteria, I</p> <p>7 don't -- I don't have that.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Mr. Spencer, where is any outline of any</b></p> <p>10 <b>criteria? Is it fair to say that you can't</b></p> <p>11 <b>reference any idea, any criteria, or any outline as</b></p> <p>12 <b>you sit here testifying under oath? You know what,</b></p> <p>13 <b>you can't make this up. You understand you're under</b></p> <p>14 <b>court order to testify truthfully with regard to</b></p> <p>15 <b>these areas. Is there any outline or directive that</b></p> <p>16 <b>verifies what you just said under oath?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: Not that -- not that I have.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q So the answer is no. You just told me</b></p> <p>22 <b>something out of thin air that doesn't exist. You</b></p> <p>23 <b>understand what that is when you're testifying for a</b></p> <p>24 <b>company?</b></p> <p>25 MR. SAFFLES: Object to form. That's not</p>
43	<p>1 than, you know, just an at-fault accident with no</p> <p>2 other details given.</p> <p>3 <b>Q All right. Mr. Spencer, are you making</b></p> <p>4 <b>this up as you go along, or have you got some</b></p> <p>5 <b>writing from DoorDash that you are referencing back</b></p> <p>6 <b>to?</b></p> <p>7 MR. SAFFLES: Object to form. You may</p> <p>8 answer.</p> <p>9 THE WITNESS: No, I don't have -- I don't</p> <p>10 have any writing that I'm referencing at the</p> <p>11 moment, just my understanding of how the</p> <p>12 background check process worked. Not every</p> <p>13 at-fault accident is disqualifying,</p> <p>14 disqualifies someone from becoming a Dasher.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q Where are -- those guidelines, protocols,</b></p> <p>17 <b>and directives, where do they exist at DoorDash?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: I don't know.</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q So you're making that up as we go along,</b></p> <p>23 <b>Mr. Spencer. You're just, you know, hypothesizing</b></p> <p>24 <b>and coming up with an example in your mind that</b></p> <p>25 <b>might make a difference. Is that what you're doing</b></p>	45	<p>1 what he said.</p> <p>2 MR. PIERCE: That is exactly what he said.</p> <p>3 He just said there's nothing -- I'm just</p> <p>4 hypothesizing about something I created in my</p> <p>5 own mind.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q Is that what you said, Mr. Spencer?</b></p> <p>8 MR. SAFFLES: Object to form. You're</p> <p>9 misrepresenting his testimony, putting words in</p> <p>10 his mouth. That is not what he said.</p> <p>11 MR. PIERCE: No, I am not, and that is a</p> <p>12 speaking objection which will land you in front</p> <p>13 of Judge McCoy here shortly.</p> <p>14 BY MR. PIERCE:</p> <p>15 <b>Q Now, you go ahead and answer that question</b></p> <p>16 <b>under oath, sir. Did you just make that example up</b></p> <p>17 <b>out of thin blue air?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: No.</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q Where did you get it from, then? Where --</b></p> <p>23 <b>what DoorDash document did you get it from?</b></p> <p>24 A I believe you asked me if two at-fault</p> <p>25 accidents would disqualify somebody from Dashing,</p>



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13 (Pages 46 to 49)

<p style="text-align: right;">46</p> <p>1 and I said not in every situation.</p> <p>2 <b>Q You also hypothesized about the fatality,</b></p> <p>3 <b>and then I asked you a follow-up question, where</b></p> <p>4 <b>does that document exist, and you said it doesn't</b></p> <p>5 <b>exist. Is that true?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: I'm not aware. I shouldn't</p> <p>9 have gone into the examples. Apologies. I</p> <p>10 thought you asked.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q You made it up, right? I mean,</b></p> <p>13 <b>Mr. Spencer, you can tell the truth. I mean, nobody</b></p> <p>14 <b>here can eat you. We're just asking you questions</b></p> <p>15 <b>under oath. Did you make that up?</b></p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 THE WITNESS: Again, it was just an</p> <p>19 example.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Did you -- I'm sorry. I don't want to</b></p> <p>22 <b>speak over you. I want to be courteous to you, but</b></p> <p>23 <b>I want to get the truth. Did you make that up?</b></p> <p>24 A No.</p> <p>25 <b>Q So where did you get it from?</b></p>	<p style="text-align: right;">48</p> <p>1 them, and I want him to go and get me the</p> <p>2 document where he remembers them so I can take</p> <p>3 them and look at them and verify his sworn</p> <p>4 testimony.</p> <p>5 MR. SAFFLES: So you're looking for --</p> <p>6 he's supposed to go back and look for another</p> <p>7 situation in which an accident would cause</p> <p>8 someone to be disqualified?</p> <p>9 MR. PIERCE: No. He gave me an example</p> <p>10 where he is testifying as the representative</p> <p>11 for 30(b)(6) where he remembers a fatality</p> <p>12 disqualifying someone, one single fatality, and</p> <p>13 a Checkr -- and a background check, and I want</p> <p>14 him to find that and show it to me or find me a</p> <p>15 written policy that says these are the</p> <p>16 criteria, because otherwise, there is no</p> <p>17 criteria.</p> <p>18 MR. SAFFLES: Okay. I'm a little</p> <p>19 confused, but I don't want to cut into the</p> <p>20 deposition. Why don't we talk about that off</p> <p>21 the record, and we can distill that down.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q All right. Will you agree to look for it?</b></p> <p>24 MR. SAFFLES: I'll see what we can do.</p> <p>25 BY MR. PIERCE:</p>
<p style="text-align: right;">47</p> <p>1 A I mean, I've seen in the past where an</p> <p>2 accident has -- I haven't seen the rubric, but I</p> <p>3 have seen other background checks in my past, so</p> <p>4 I've seen disqualifying.</p> <p>5 <b>Q So remember when I told you when we</b></p> <p>6 <b>started this that you were going to go get me</b></p> <p>7 <b>documents that backed up some of the things you were</b></p> <p>8 <b>saying, and I might ask you for those. Would you</b></p> <p>9 <b>mind going and look and finding these example -- or</b></p> <p>10 <b>an example of what you just testified to, which was</b></p> <p>11 <b>a single accident involving the serious nature</b></p> <p>12 <b>disqualifying a DoorDash driver? Would you mind</b></p> <p>13 <b>doing that for me?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 Can you be specific on what you're looking</p> <p>17 for, Carl?</p> <p>18 MR. PIERCE: Yeah. I'm just looking for</p> <p>19 something that buttresses and verifies what</p> <p>20 this 30(b)(6) witness just told me, that he</p> <p>21 said if a -- if a -- if an accident is serious</p> <p>22 enough, one accident might disqualify him, and</p> <p>23 I want to know is that a written policy. He</p> <p>24 said no, it wasn't. And then I asked him, and</p> <p>25 he said there was examples, and he remembers</p>	<p style="text-align: right;">49</p> <p>1 <b>Q Will you agree to look for it,</b></p> <p>2 <b>Mr. Spencer, if it exists?</b></p> <p>3 MR. SAFFLES: Object to form. I want to</p> <p>4 get some more clarity on what it is you're</p> <p>5 looking for, because it's going to be really</p> <p>6 hard --</p> <p>7 MR. PIERCE: This is your speaking</p> <p>8 objection. I'm just asking the witness if he's</p> <p>9 going to tell me about examples that he says</p> <p>10 under oath exist, I'm entitled to see them, and</p> <p>11 I think these criteria areas are broad enough,</p> <p>12 and I just asked if he's willing or he's not</p> <p>13 willing. You know, I can deal with either one.</p> <p>14 MR. SAFFLES: Object to form. Go ahead</p> <p>15 and answer, Mr. Spencer.</p> <p>16 THE WITNESS: Yeah. If the criteria list</p> <p>17 exists in DoorDash literature, we can -- I'll</p> <p>18 work with counsel, and we can see if that</p> <p>19 exists.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Thank you, Mr. Spencer.</b></p> <p>22 MR. SAFFLES: There's also, just for the</p> <p>23 record, potential for there being proprietary</p> <p>24 information that we may need to address in a</p> <p>25 protective order as well.</p>



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14 (Pages 50 to 53)

50	<p>1 MR. PIERCE: You can always do that,</p> <p>2 Counsel. You don't have to -- you don't have</p> <p>3 to advise the witness about what he might</p> <p>4 testify to. You know what your rights are as a</p> <p>5 lawyer.</p> <p>6 MR. SAFFLES: I'm not advising him. I'm</p> <p>7 just telling you, Carl, this is all kind of</p> <p>8 couched in that.</p> <p>9 MR. PIERCE: I understand that.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q All right. If two accidents is not enough</b></p> <p>12 <b>to disqualify a driver prior to assuming a role as a</b></p> <p>13 <b>DoorDash driver, would you -- would three be enough?</b></p> <p>14 <b>Is three too many, in other words?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: I've stated that I haven't</p> <p>18 seen the criteria checklist. I don't know if</p> <p>19 it exists in DoorDash literature, so I don't</p> <p>20 know.</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q How about four, five, or six, is that too</b></p> <p>23 <b>many accidents to be a DoorDash driver?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
51	<p>1 THE WITNESS: I don't know.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q How about --</b></p> <p>4 A I didn't hear the --</p> <p>5 <b>Q I said how about seven? Is seven</b></p> <p>6 <b>accidents too much?</b></p> <p>7 MR. SAFFLES: Object to form.</p> <p>8 THE WITNESS: I don't know.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q I'm sorry, Mr. Spencer. I didn't hear</b></p> <p>11 <b>your response. Is seven accidents too many to be a</b></p> <p>12 <b>DoorDash driver?</b></p> <p>13 MR. PIERCE: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: I don't know.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Okay. Did you do anything before this</b></p> <p>18 <b>deposition today to look for these criteria about</b></p> <p>19 <b>what would be too many accidents or what a driving</b></p> <p>20 <b>record would have to look like to be prevented from</b></p> <p>21 <b>being a DoorDash driver? Did you do anything to</b></p> <p>22 <b>look for those today?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: I didn't review the -- all</p>
52	<p>1 the disqualifying criteria. Again, I don't</p> <p>2 know if that list exists.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q How many at-fault accidents, if you know</b></p> <p>5 <b>today, would disqualify a DoorDash driver?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: I don't know the set number</p> <p>9 of accidents that would disqualify someone from</p> <p>10 signing up to be a Dasher.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q All right. You made mention of having an</b></p> <p>13 <b>existing driver's license. Is there any number of</b></p> <p>14 <b>points, short of losing your license, that would</b></p> <p>15 <b>disqualify a DoorDash driver?</b></p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 THE WITNESS: Can you repeat the question?</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Yeah. Assume a state like South Carolina</b></p> <p>21 <b>has 12 points on your license, and each at-fault</b></p> <p>22 <b>driver or each incidence could potentially lead to</b></p> <p>23 <b>losing some of those points. Is there anything that</b></p> <p>24 <b>you can recall from these criteria or your work at</b></p> <p>25 <b>DoorDash would say if you lose half your points or</b></p>
53	<p>1 <b>three fourths of your points, you're no longer</b></p> <p>2 <b>qualified? Do you have any knowledge of anything</b></p> <p>3 <b>like that?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: I'm not aware of the point</p> <p>7 system impacting the results of the background</p> <p>8 check.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Does DoorDash have a contract with a</b></p> <p>11 <b>company called Checkr?</b></p> <p>12 A Yes.</p> <p>13 <b>Q Is there an existing contractual</b></p> <p>14 <b>relationship with Checkr?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: Yes.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q Did you review that contract between</b></p> <p>20 <b>DoorDash and Checkr as part of your testimony today?</b></p> <p>21 A I did not.</p> <p>22 <b>Q Where can I find that contract, the</b></p> <p>23 <b>existing contract between DoorDash and Checkr, about</b></p> <p>24 <b>the duties and responsibilities of Checkr for</b></p> <p>25 <b>DoorDash?</b></p>

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ELECTRONICALLY FILED - 2025 Apr 22 10:28 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1001595

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15 (Pages 54 to 57)

54	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: I don't know where that</p> <p>4 could be found.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q If a -- sorry, and I apologize. I think</b></p> <p>7 <b>your answer was you don't know where that can be</b></p> <p>8 <b>found?</b></p> <p>9 A Correct.</p> <p>10 <b>Q All right. If a driver has lived in</b></p> <p>11 <b>multiple states, does DoorDash require Checkr to</b></p> <p>12 <b>pull the motor vehicle records from these other</b></p> <p>13 <b>states?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: I don't know everything that</p> <p>17 Checkr is looking for during the background</p> <p>18 check.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q You're not sitting here as the</b></p> <p>21 <b>representative of DoorDash and blaming Checkr for</b></p> <p>22 <b>putting an inappropriate driver in a -- on a</b></p> <p>23 <b>DoorDash Dash, are you?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>	56	<p>1 answer.</p> <p>2 THE WITNESS: I don't know.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q Do you know if there's any requirement for</b></p> <p>5 <b>Checkr to determine if there were any fatalities in</b></p> <p>6 <b>the prior wrecks?</b></p> <p>7 MR. SAFFLES: Object to form. You may</p> <p>8 answer.</p> <p>9 THE WITNESS: I don't know. I don't know</p> <p>10 exactly what Checkr is looking for. I know</p> <p>11 that there's certain databases that they have</p> <p>12 access to pull information from, so I don't</p> <p>13 know if those types of details aren't</p> <p>14 contained. I don't know what else they can do</p> <p>15 to look at that. I don't know.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q In all fairness, you don't know anything</b></p> <p>18 <b>about the relationship between DoorDash and Checkr,</b></p> <p>19 <b>do you?</b></p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: As far as the relationship,</p> <p>23 I mean, I understand that Checkr is our third</p> <p>24 party background check partner. As far as</p> <p>25 exactly how the background check is conducted,</p>
55	<p>1 THE WITNESS: No.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q DoorDash bears the ultimate responsibility</b></p> <p>4 <b>for assuring that it puts safe drivers on the road.</b></p> <p>5 <b>Would you agree with that?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: I agree that, yes, DoorDash</p> <p>9 has outlined the process to become a Dasher,</p> <p>10 including passing the background check.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q And one of those is you're wanting to put</b></p> <p>13 <b>the safe drivers on the road, correct? You don't</b></p> <p>14 <b>want to put unsafe drivers on the record?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: As long as someone is able</p> <p>18 to clear and pass a background check, they can</p> <p>19 be eligible to Dash.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Do you know whether, as part of the</b></p> <p>22 <b>contract between Checkr and DoorDash, there's a</b></p> <p>23 <b>responsibility of Checkr to investigate the severity</b></p> <p>24 <b>of the prior wrecks?</b></p> <p>25 MR. SAFFLES: Object to form. You may</p>	57	<p>1 what databases are being looked at, I don't</p> <p>2 know that.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q And you don't know what is disqualifying</b></p> <p>5 <b>or qualifying sitting here today, correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: Again, I didn't review a</p> <p>9 list or even know of its existence.</p> <p>10 MR. SAFFLES: Carl, is this a good time</p> <p>11 for a break?</p> <p>12 MR. PIERCE: No. Let me finish one</p> <p>13 more -- or two more questions, and we'll be.</p> <p>14 BY MR. PIERCE:</p> <p>15 <b>Q You would agree with me, though,</b></p> <p>16 <b>regardless of whether the background check occurred</b></p> <p>17 <b>or didn't occur for Ms. Odom, that she was an</b></p> <p>18 <b>approved DoorDash driver on November 10th, 2019,</b></p> <p>19 <b>correct?</b></p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: She did have access to the</p> <p>23 platform as a Dasher.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q And she was in an active Dash, correct, at</b></p>

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16 (Pages 58 to 61)

<p>58</p> <p>1 the time of the collision?</p> <p>2 A Correct.</p> <p>3 MR. PIERCE: Can we take like five</p> <p>4 minutes? I know we started at noon because of</p> <p>5 the time out in -- out west, so -- in</p> <p>6 California. Maybe five or ten -- five minutes.</p> <p>7 Is that good, everybody?</p> <p>8 MR. SAFFLES: Can we take ten?</p> <p>9 MR. PIERCE: Ten's fine.</p> <p>10 BY MR. PIERCE:</p> <p>11 Q I will say to you, Mr. Spencer, you're not</p> <p>12 allowed to talk with anyone while we're off a break</p> <p>13 about the substance of why we're here today. In</p> <p>14 other words, there's no coaching. I'm allowed to</p> <p>15 ask you. One of the exceptions about -- from the</p> <p>16 attorney-client rules is I'm allowed to ask you</p> <p>17 anything you've been told that doesn't involve</p> <p>18 pleasantries. Do you understand that as part of</p> <p>19 your prior deposition testimony?</p> <p>20 A Understood.</p> <p>21 MR. PIERCE: Thank you.</p> <p>22 THE VIDEOGRAPHER: We're going off the</p> <p>23 record. The time is now 1:04.</p> <p>24 (A recess transpired.)</p> <p>25 THE VIDEOGRAPHER: We're going back on the</p>	<p>60</p> <p>1 report.</p> <p>2 Q Okay. Now, let's go to -- this is the</p> <p>3 actual background report. All right. Let me ask</p> <p>4 you about the background report. Do you see those</p> <p>5 two accidents that are reported there?</p> <p>6 A I do.</p> <p>7 MR. PIERCE: All right. Let's mark this</p> <p>8 as the next numbered plaintiff's exhibit.</p> <p>9 That will be three, correct?</p> <p>10 MR. BRIGGS: That's correct.</p> <p>11 (Plaintiff's Exhibit 3, Checkr Report</p> <p>12 [DoorDash Response to P's RFPD 3-5], was</p> <p>13 marked for identification.)</p> <p>14 BY MR. PIERCE:</p> <p>15 Q Do you see that there were three -- I mean</p> <p>16 two reportable accidents on Ms. Odom's record that</p> <p>17 Checkr was aware of?</p> <p>18 A Yes.</p> <p>19 Q And they communicated that information to</p> <p>20 DoorDash, did they not?</p> <p>21 A Correct.</p> <p>22 Q All right. Let's go to the first one,</p> <p>23 April 18th, 2019. What was the severity of that</p> <p>24 accident?</p> <p>25 MR. SAFFLES: Object to form. You may</p>
<p>59</p> <p>1 record. The time is now 1:16.</p> <p>2 BY MR. PIERCE:</p> <p>3 Q Mr. Spencer, we're back on the record</p> <p>4 here. Would it be fair to say that you haven't</p> <p>5 talked with any lawyers or anyone else at DoorDash</p> <p>6 about the substance of your testimony?</p> <p>7 A Correct.</p> <p>8 Q Okay. All right. And sitting here today,</p> <p>9 have you reviewed Ms. Odom's applications for the</p> <p>10 actual -- to be a Dasher for DoorDash?</p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 THE WITNESS: I reviewed -- I reviewed</p> <p>14 Ms. Odom's acceptance of the independent</p> <p>15 contractor agreement as well as her background</p> <p>16 check report, which are both parts of the</p> <p>17 sign-up process.</p> <p>18 BY MR. PIERCE:</p> <p>19 Q Sure. Let's go and let's mark the next</p> <p>20 numbered exhibit, and I think I know what you're</p> <p>21 referring to, but you can correct me if I'm wrong.</p> <p>22 So is this a document -- the report which is where</p> <p>23 she accepted the terms of the relationship with</p> <p>24 DoorDash as you've stated?</p> <p>25 A No. This would be the background check</p>	<p>61</p> <p>1 answer.</p> <p>2 THE WITNESS: The details that we're</p> <p>3 seeing on this page is the extent of DoorDash's</p> <p>4 knowledge.</p> <p>5 BY MR. PIERCE:</p> <p>6 Q Would you agree with me under oath that</p> <p>7 there is no indication of the severity of that</p> <p>8 accident?</p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: Correct. All I see is</p> <p>12 reportable.</p> <p>13 BY MR. PIERCE:</p> <p>14 Q All right. And also with regard to that</p> <p>15 information, you don't know if there was any</p> <p>16 fatalities?</p> <p>17 A I don't.</p> <p>18 Q Let's go to February 8th, 2019, that</p> <p>19 accident. Again, do you understand the severity of</p> <p>20 that accident?</p> <p>21 A I don't.</p> <p>22 MR. SAFFLES: Object to form.</p> <p>23 BY MR. PIERCE:</p> <p>24 Q Do you know whether there was any</p> <p>25 fatalities in that accident?</p>

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17 (Pages 62 to 65)

<p style="text-align: right;">62</p> <p>1 A I don't.</p> <p>2 <b>Q Do you know, sitting here today and</b></p> <p>3 <b>speaking for DoorDash, whether there was any other</b></p> <p>4 <b>investigation with regard to those two accidents</b></p> <p>5 <b>that were on the same calendar year that Ms. Odom</b></p> <p>6 <b>applied to be a DoorDash Dasher? Do you know</b></p> <p>7 <b>whether there was any further investigation?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: Not to my knowledge.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q All right. So DoorDash knows that within</b></p> <p>13 <b>the nine months prior to accepting Ms. Odom as a</b></p> <p>14 <b>driver, that she was involved in two reportable</b></p> <p>15 <b>accidents that could or could not have involved</b></p> <p>16 <b>fatalities, could or could not have involved serious</b></p> <p>17 <b>injuries, but did no further investigation. Is that</b></p> <p>18 <b>true?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: DoorDash is aware of the two</p> <p>22 accidents appearing on the background check.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q And they did nothing to determine whether</b></p> <p>25 <b>there was fatalities or serious injuries or any</b></p>	<p style="text-align: right;">64</p> <p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: I don't.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q All right. So sitting here today, if, in</b></p> <p>6 <b>fact, what I just represented is true, there would</b></p> <p>7 <b>have been as many as four accidents that DoorDash</b></p> <p>8 <b>failed to investigate before putting Ms. Odom on the</b></p> <p>9 <b>road as a DoorDash Dasher delivering food for</b></p> <p>10 <b>DoorDash. Is that fair?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 THE WITNESS: DoorDash's knowledge is just</p> <p>14 what we're seeing on this page. I'm not aware</p> <p>15 of any other accidents.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q And you're not aware of any other</b></p> <p>18 <b>investigation?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: Not that I'm aware of,</p> <p>22 correct.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q All right. Someone that has two</b></p> <p>25 <b>accidents, would you agree with me on behalf of</b></p>
<p style="text-align: right;">63</p> <p>1 <b>other investigation, correct?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: DoorDash does not conduct an</p> <p>5 independent background check.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q And they did not ask -- based on your</b></p> <p>8 <b>review and speaking on behalf of DoorDash, they did</b></p> <p>9 <b>not ask Checkr to do any additional investigation to</b></p> <p>10 <b>determine whether those accidents involved</b></p> <p>11 <b>fatalities or serious injuries, correct?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: Not that I'm aware of.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q And furthermore, we had the benefit of</b></p> <p>17 <b>deposing Ms. Odom under oath, and we understand that</b></p> <p>18 <b>she was in two other accidents in the state of</b></p> <p>19 <b>Tennessee. Are you aware of that?</b></p> <p>20 MS. STRINGFELLOW: Object to the form.</p> <p>21 THE WITNESS: No.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q And that's before these two accidents. Do</b></p> <p>24 <b>you know whether Checkr did and checked the</b></p> <p>25 <b>background of Ms. Odom for the state of Tennessee?</b></p>	<p style="text-align: right;">65</p> <p>1 <b>DoorDash, within the nine months previous to being</b></p> <p>2 <b>put on the road as a DoorDash Dasher would</b></p> <p>3 <b>necessarily cause some concern, correct?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: Not based just on the</p> <p>7 details that I'm seeing here.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q All right. Well --</b></p> <p>10 A Not necessarily.</p> <p>11 <b>Q And I'm sorry to talk over you. So I</b></p> <p>12 <b>believe your answer was not based on the details you</b></p> <p>13 <b>see here, correct?</b></p> <p>14 A Correct.</p> <p>15 <b>Q But would you also agree with me that</b></p> <p>16 <b>there is no record that DoorDash asked for any other</b></p> <p>17 <b>details?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: Not that I'm aware of.</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q And at this time, they would have had --</b></p> <p>23 <b>based on this application, they would have had not</b></p> <p>24 <b>only the ability to reach out to Checkr, but they</b></p> <p>25 <b>would have had the ability to reach out to Ms. Odom</b></p>

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18 (Pages 66 to 69)

<p>66</p> <p>1 to find out the facts and circumstances regarding 2 not only these two accidents, but also the two that 3 occurred in Tennessee, correct? 4 MR. SAFFLES: Object to form. You may 5 answer. 6 THE WITNESS: As far as any accidents that 7 happened in Tennessee, I don't know why they're 8 not showing on this report. 9 BY MR. PIERCE: 10 Q And let me ask you this: Would you agree 11 with me that just like fatalities and serious 12 injuries, DoorDash doesn't know if any of these two 13 accidents involved the use of alcohol or drugs, do 14 they? 15 MR. SAFFLES: Object to form. You may 16 answer. 17 THE WITNESS: It's not indicated on the 18 report, no. 19 BY MR. PIERCE: 20 Q And so without further investigation, you 21 don't know whether Ms. Odom could have been using 22 drugs or alcohol during these two accidents, 23 correct? 24 MR. SAFFLES: Object to form. 25 THE WITNESS: Again, I don't know exactly</p>	<p>68</p> <p>1 not to answer, and we'll deal with that the 2 next time we depose him. 3 BY MR. PIERCE: 4 Q My question is this: Do you know of any 5 other person that knows more about this Checkr than 6 you? 7 MR. SAFFLES: Object to form. You may 8 answer. 9 THE WITNESS: I don't know. There may -- 10 BY MR. PIERCE: 11 Q So let's go through the things that 12 DoorDash knows. DoorDash knows that Ms. Odom is a 13 very young person, 18 or 19 years old, right in 14 there, that she's involved in two accidents, and 15 they don't bother to investigate the nature and 16 circumstance of those accidents. Is that fair? 17 MR. SAFFLES: Object to form. You may 18 answer. 19 BY MR. PIERCE: 20 Q How about this: Did they investigate the 21 nature and circumstance of those accidents? 22 MR. SAFFLES: Object to form. You may 23 answer. 24 THE WITNESS: DoorDash enlisted Checkr to 25 perform a background check on Ms. Odom, and</p>
<p>67</p> <p>1 how the -- I don't know how the reports are 2 generated. I don't know if it was in play, if 3 it would be included, and I don't know if 4 there's always just going to be a spot that 5 says no alcohol or drugs involved. I don't 6 know if it's only included if it was a factor. 7 I don't know how the reports are generated. 8 BY MR. PIERCE: 9 Q Okay. All right. Sitting here today, you 10 would agree that you're the representative that 11 DoorDash presented to me to ask these questions to, 12 correct? 13 A Representative for DoorDash, correct. 14 Q For these very areas that I'm asking 15 about. This is -- it's no surprise to you that I'm 16 asking you about this because this is one of the 17 areas that the judge ordered you to be able to 18 testify about, isn't it? 19 MR. SAFFLES: Object to form. Do you want 20 to direct us to that on the notice? 21 BY MR. PIERCE: 22 Q My question is -- 23 MR. PIERCE: I'm not going to sit here and 24 play the direct to the thing. If you think 25 it's not covered, you can instruct this witness</p>	<p>69</p> <p>1 this was the information that was returned. I 2 don't know if this is -- I don't know if this 3 is the extent of the information that Checkr 4 was able to see. I have no reason to think 5 anything was omitted. 6 BY MR. PIERCE: 7 Q So my question is this: There was no 8 follow-up, no further inquiry? 9 A Not that I'm aware of. 10 MR. SAFFLES: Object to form. 11 BY MR. PIERCE: 12 Q And there's no -- there was nothing to 13 prevent DoorDash from asking these questions to 14 Ms. Odom, the prospective driver, correct? 15 MR. SAFFLES: Object to form. You may 16 answer. 17 THE WITNESS: Nothing preventing, no. 18 BY MR. PIERCE: 19 Q Let me ask you this: Is a -- sitting 20 here, is a distracted driver more likely to get in 21 accidents than an undistracted, one that does not 22 have distractions? 23 MR. SAFFLES: Object to form. He's not an 24 expert witness. He's here to provide facts for 25 DoorDash.</p>

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19 (Pages 70 to 73)

70	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q All right. Well, go ahead and answer the</b></p> <p>3 <b>question.</b></p> <p>4 A I don't know.</p> <p>5 <b>Q All right. So you don't have a general</b></p> <p>6 <b>belief, DoorDash does, that a distracted driver is</b></p> <p>7 <b>more likely to be in an accident than one that is</b></p> <p>8 <b>not distracted?</b></p> <p>9 MR. SAFFLES: Object to form.</p> <p>10 THE WITNESS: No. I mean --</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q Okay. All right. That's fair. You don't</b></p> <p>13 <b>have an opinion. DoorDash doesn't have an opinion</b></p> <p>14 <b>about distracted drivers. I hear you if that's your</b></p> <p>15 <b>testimony.</b></p> <p>16 <b>Let's move on to whether Ms. Odom is a</b></p> <p>17 <b>professional driver. Would you agree with me that</b></p> <p>18 <b>when DoorDash employs someone in the capacity as a</b></p> <p>19 <b>DoorDash Dasher, that that person derives income</b></p> <p>20 <b>from getting on the public highways and driving</b></p> <p>21 <b>professionally?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: DoorDash did not employ</p> <p>25 Ms. Odom. She was an independent contracted</p>
71	<p>1 delivery driver, so that is one of the ways she</p> <p>2 made income.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q So she was a professional driver acting in</b></p> <p>5 <b>the capacity as a DoorDash driver, correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: She was an independent</p> <p>9 contracted person operating her delivery</p> <p>10 business. I don't know if that makes her a</p> <p>11 professional driver.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q She makes money from driving on the</b></p> <p>14 <b>highways in a professional capacity, correct?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: Sure.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q That's a fair question, correct. So let's</b></p> <p>20 <b>move on to this. So now not only has Ms. Odom had</b></p> <p>21 <b>the accidents where she was presumably not in a</b></p> <p>22 <b>professional capacity, as a private driver, that you</b></p> <p>23 <b>didn't investigate, but now you're asking her to act</b></p> <p>24 <b>in a professional capacity and use a DoorDash app</b></p> <p>25 <b>while trying to obtain delivery speeds and times and</b></p>
72	<p>1 <b>things of that nature. Do you believe that makes</b></p> <p>2 <b>her more likely to get in additional accidents, less</b></p> <p>3 <b>likely, or the same?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: No, I wouldn't agree that</p> <p>7 Dashing would make somebody more likely to get</p> <p>8 in an accident.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Let me ask you, has DoorDash in the past</b></p> <p>11 <b>encountered problems with its drivers acting in an</b></p> <p>12 <b>extremely dangerous manner while delivering its</b></p> <p>13 <b>product?</b></p> <p>14 MR. SAFFLES: Object to form. You can</p> <p>15 answer.</p> <p>16 THE WITNESS: Can you repeat that, please?</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q Well, let me show you an example.</b></p> <p>19 MR. PIERCE: Cue up the Boston video.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q I'm going to play you a short video,</b></p> <p>22 <b>Mr. Spencer, and you may have been involved in this,</b></p> <p>23 <b>and ask you some questions following it.</b></p> <p>24 <b>(Video playing.)</b></p> <p>25 BY MR. PIERCE:</p>
73	<p>1 <b>Q My question to you earlier, Mr. Spencer,</b></p> <p>2 <b>is whether DoorDash had encountered other instances</b></p> <p>3 <b>of their drivers acting in a dangerous fashion,</b></p> <p>4 <b>other than Ms. Odom, and are you familiar with the</b></p> <p>5 <b>situation in Boston where that news report emanated</b></p> <p>6 <b>from?</b></p> <p>7 MR. SAFFLES: Objection. This is outside</p> <p>8 the scope of the deposition notice. I'm</p> <p>9 instructing the witness not to answer.</p> <p>10 MR. PIERCE: Sure. I can tie it up, but</p> <p>11 I'll -- and maybe I'll do it later, but for</p> <p>12 right now, we can move on. You've got to make</p> <p>13 your motion within five days under South</p> <p>14 Carolina rules.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q All right. Do you know if Ms. Odom is</b></p> <p>17 <b>currently driving for DoorDash?</b></p> <p>18 A Not to my --</p> <p>19 MR. SAFFLES: Object to form. I'm sorry.</p> <p>20 Object to form. You may answer. Go ahead.</p> <p>21 You might need to repeat your answer,</p> <p>22 Mr. Spencer. I apologize.</p> <p>23 THE WITNESS: Not to my knowledge Ms. Odom</p> <p>24 is -- not to my knowledge.</p> <p>25 BY MR. PIERCE:</p>



<p style="text-align: right;">74</p> <p>1     <b>Q</b> If I were to represent to you that her 2 testimony under oath was that she is currently 3 driving for DoorDash, do you have any reason to 4 argue with that? 5       MR. SAFFLES: Object to form. You may 6 answer. 7       THE WITNESS: I have no reason to argue 8 with that. 9 BY MR. PIERCE: 10     <b>Q</b> Would you agree with me that pursuant to 11 the court order and the areas of inquiry, you were 12 to be provided yourself and you were to provide with 13 me all background information regarding Ms. Odom's 14 work for DoorDash, and that that was an oversight 15 that should be corrected? 16       MR. SAFFLES: Object to form. I don't 17 think that's accurate, Carl, but -- 18 BY MR. PIERCE: 19     <b>Q</b> You can go ahead and answer the question. 20     A I don't understand. 21     <b>Q</b> In other words -- I'm sorry, Mr. Spencer. 22 I don't mean to cut you off. Let me -- let me do it 23 this way. Would you go look and see if Ms. -- at 24 the appropriate time and see if she is currently 25 working for DoorDash and provide all additional</p>	<p style="text-align: right;">76</p> <p>1 in 2019? 2       MR. PIERCE: I'm asking now. Obviously, I 3 have a punitive case against both DoorDash and 4 Ms. Odom, and so I'm being -- I'm entitled to 5 know both pre- and postaccident events. 6 BY MR. PIERCE: 7     <b>Q</b> So with regard to that, do you know what 8 the current set of protocols are that exist with 9 regard to DoorDash? 10     MR. SAFFLES: Object to form. You may 11 answer. 12     THE WITNESS: In terms of the frequency 13 that background checks are performed, as I sit 14 here today, no. 15 BY MR. PIERCE: 16     <b>Q</b> So you can -- just like earlier when I 17 asked you about criteria, directives, policies, and 18 procedures with DoorDash, you don't know what 19 that -- what exists in writing with regard to 20 whether there is a repeat -- or necessity for an 21 additional background check. Fair enough? 22       MR. SAFFLES: Object to form. 23       THE WITNESS: Correct. 24 BY MR. PIERCE: 25     <b>Q</b> That's fair, right, you don't know?</p>
<p style="text-align: right;">75</p> <p>1 background checks or additional information as it 2 relates to Ms. Odom and her work with or for 3 DoorDash? Would you agree to do that? 4       MR. SAFFLES: Object to form. You may 5 answer. 6       THE WITNESS: I will work with counsel. 7 That's something we can take into 8 consideration. 9 BY MR. PIERCE: 10     <b>Q</b> I'll take that as a yes, and we'll move 11 on. 12     All right. Let me ask you this: As a 13 general rule, when there is a gap in employment or a 14 gap in someone serving as a DoorDash Dasher, is an 15 additional background check required? 16       MR. SAFFLES: Object to form. You may 17 answer. 18       THE WITNESS: Potentially. 19 BY MR. PIERCE: 20     <b>Q</b> Okay. All right. Sitting here today, and 21 we've already gone through this, are you aware of 22 any criteria or any directives or any protocol that 23 exists at DoorDash that states when an additional 24 background check should be ordered? 25       MR. SAFFLES: Carl, are you asking now or</p>	<p style="text-align: right;">77</p> <p>1     A I don't know. 2     <b>Q</b> They could exist, they might exist, but 3 you don't know, sitting here today under oath. Fair 4 enough? 5       MR. SAFFLES: Object to form. You may 6 answer. 7       THE WITNESS: Correct. 8       MR. PIERCE: Let's cue up the other 9 accident report. Not accident report. I mean 10 driving record, her other driving record. 11 BY MR. PIERCE: 12     <b>Q</b> I'm going to mark this, Mr. Spencer, as 13 the next numbered exhibit -- I believe that's 14 four -- to your deposition. 15       (Plaintiff's Exhibit 4, 10 Year 16 Driver Record, was marked for 17 identification.) 18 BY MR. PIERCE: 19     <b>Q</b> This is Ms. Odom's current driving report. 20 And you remember me asking you about what number of 21 accidents would be disqualifying? Do you remember 22 that question? 23     A I do. 24     <b>Q</b> Do you remember me getting up in my litany 25 of questions to seven?</p>

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21 (Pages 78 to 81)

<p>78</p> <p>1 A I do.</p> <p>2 Q If I were to represent to you that there</p> <p>3 are seven accidents on this driving report, do you</p> <p>4 have any reason to disagree with that</p> <p>5 representation? I'm sorry. I misspoke. There's</p> <p>6 six accidents on this. And let me just stop and</p> <p>7 repeat that question.</p> <p>8 If I were to represent to you that there's</p> <p>9 six accidents on this driver's record for Ms. Odom,</p> <p>10 would you have any reason to disagree with that?</p> <p>11 A This is the first time seeing this. This</p> <p>12 was not conducted by DoorDash or Checkr. I have no</p> <p>13 reason to dispute this.</p> <p>14 Q Okay. Well, would you also agree with me</p> <p>15 that this is something that DoorDash should know if</p> <p>16 Ms. Odom is currently employed as a DoorDash driver</p> <p>17 or Dasher?</p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: If this is something that</p> <p>21 would show up on the background check performed</p> <p>22 by Checkr on Ms. Odom, then yes, I agree that</p> <p>23 it's something DoorDash should be aware of.</p> <p>24 BY MR. PIERCE:</p> <p>25 Q Okay. And it's up to DoorDash to</p>	<p>80</p> <p>1 MR. PIERCE: Okay. All right. So, in</p> <p>2 other words, you're reserving the right to</p> <p>3 object on that basis?</p> <p>4 MR. SAFFLES: Well, I'm objecting and</p> <p>5 reserving the right to further object, correct.</p> <p>6 BY MR. PIERCE:</p> <p>7 Q Okay. All right, now. So with regard to</p> <p>8 this, let me ask you just quickly one question, as</p> <p>9 opposed to a string of questions. Would you agree</p> <p>10 with me that sitting here today, if Ms. Odom is</p> <p>11 driving as a DoorDash Dasher and delivering food for</p> <p>12 DoorDash, that she -- that you don't know the facts</p> <p>13 and circumstances of any of those previous six</p> <p>14 wrecks?</p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: I don't know the details</p> <p>18 regarding those six incidents, no.</p> <p>19 BY MR. PIERCE:</p> <p>20 Q You don't know whether they involved drugs</p> <p>21 or alcohol, correct?</p> <p>22 MR. SAFFLES: Object to form.</p> <p>23 THE WITNESS: I didn't see anything</p> <p>24 indicating that on the report, no.</p> <p>25 BY MR. PIERCE:</p>
<p>79</p> <p>1 determine how often they require someone to have a</p> <p>2 background check, correct?</p> <p>3 A I don't know.</p> <p>4 Q Well, I mean, Checkr wouldn't voluntarily</p> <p>5 redo a background check as part of their business.</p> <p>6 That would be controlled by the contract between</p> <p>7 Checkr and DoorDash, correct?</p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: It should be something</p> <p>11 that's in the contract, yes.</p> <p>12 BY MR. PIERCE:</p> <p>13 Q And again, remember earlier I asked you if</p> <p>14 you would look for certain documents for me? Would</p> <p>15 you agree to look for the contract between Checkr</p> <p>16 and DoorDash for me as part of this investigation?</p> <p>17 MR. SAFFLES: Object to form, but also</p> <p>18 calls for proprietary information.</p> <p>19 MR. PIERCE: A contract between someone</p> <p>20 doing background checks is proprietary?</p> <p>21 MR. SAFFLES: I'm just stating it for</p> <p>22 context, Carl. You can ask him your question.</p> <p>23 He can answer it. I'm just providing -- I</p> <p>24 stated the same context the last time. I'm</p> <p>25 just repeating it.</p>	<p>81</p> <p>1 Q You don't know whether they involved</p> <p>2 serious personal injury at all either, do you?</p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: I didn't see anything</p> <p>6 indicated on the report, no.</p> <p>7 BY MR. PIERCE:</p> <p>8 Q And you don't know if any of them involved</p> <p>9 a fatality, do you?</p> <p>10 A I don't.</p> <p>11 Q If I were to represent to you that</p> <p>12 Ms. Odom stated that she suffered a brain injury in</p> <p>13 one of these accidents, would you have any reason to</p> <p>14 agree or disagree with that?</p> <p>15 A Can you repeat the question?</p> <p>16 Q If I were to tell you that when Ms. Odom</p> <p>17 was deposed last week, she said she suffered a brain</p> <p>18 injury in one of these accidents referenced in this</p> <p>19 accident report, do you have any reason to agree or</p> <p>20 disagree with that?</p> <p>21 A No.</p> <p>22 Q All right. Should someone with a brain</p> <p>23 injury and six reported accidents be allowed to</p> <p>24 drive for DoorDash?</p> <p>25 MR. SAFFLES: Object to form. You may</p>

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22 (Pages 82 to 85)

<p style="text-align: right;">82</p> <p>1 answer.</p> <p>2 THE WITNESS: If they're able to clear a</p> <p>3 background check.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q And again, you don't know the criteria for</b></p> <p>6 <b>the background check sitting here today, correct?</b></p> <p>7 MR. SAFFLES: Object to form.</p> <p>8 THE WITNESS: Correct.</p> <p>9 MR. PIERCE: All right. So let's cue up</p> <p>10 the video of her driving.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q Now, so immediately -- let me ask you this</b></p> <p>13 <b>question. Immediately after leaving the deposition</b></p> <p>14 <b>where she testified under oath about the serious</b></p> <p>15 <b>injuries and the horrible accident she was involved</b></p> <p>16 <b>with my client, Ms. Odom took it upon herself to</b></p> <p>17 <b>drive down the highway and post this video to social</b></p> <p>18 <b>media. I'm going to show it to you.</b></p> <p>19 <b>(Video playing.)</b></p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q And my question is have you, as part of</b></p> <p>22 <b>your investigation, learned that Ms. Odom posts on</b></p> <p>23 <b>her social media while driving down the highway,</b></p> <p>24 <b>reading the words off and transcripts from a phone,</b></p> <p>25 <b>and singing? Is that a safe practice for a DoorDash</b></p>	<p style="text-align: right;">84</p> <p>1 <b>reward on-time delivery and punish late delivery as</b></p> <p>2 <b>part of their algorithm. Are you aware of those</b></p> <p>3 <b>criticisms?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: No.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q So you've never seen that Boston video or</b></p> <p>9 <b>testified about the DoorDash algorithm rewarding</b></p> <p>10 <b>on-time delivery and punishing late deliveries? You</b></p> <p>11 <b>never -- you never heard of that before?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: I've not seen that Boston</p> <p>15 video, and I'm not aware of that practice, no.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Would you generally agree with me that</b></p> <p>18 <b>someone should avoid distractions while driving?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: I agree that people should</p> <p>22 follow the traffic laws while operating a motor</p> <p>23 vehicle, yes.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q Even if it's not against the law, would</b></p>
<p style="text-align: right;">83</p> <p>1 <b>Dasher?</b></p> <p>2 MS. STRINGFELLOW: Objection.</p> <p>3 MR. SAFFLES: Object to form. Go ahead,</p> <p>4 La'Jessica.</p> <p>5 THE WITNESS: When Dashers sign up, they</p> <p>6 have to agree to the independent contractor</p> <p>7 agreement, and part of that is following all</p> <p>8 local laws, including traffic laws, so I don't</p> <p>9 know all traffic laws in South Carolina.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q Well, you do know that a professional</b></p> <p>12 <b>driver, such as Ms. Odom while she's delivering for</b></p> <p>13 <b>DoorDash, has got to refer to an app, and she's got</b></p> <p>14 <b>to determine where she's going, she's got to meet</b></p> <p>15 <b>certain time restrictions and requirements as part</b></p> <p>16 <b>of that delivery, correct?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: Ms. Odom is presented the</p> <p>20 pickup and dropoff address, but how she is able</p> <p>21 to get there is up to her discretion.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q Well, if we had been allowed to finish</b></p> <p>24 <b>asking you questions about the video from Boston,</b></p> <p>25 <b>one of the criticisms about DoorDash is that they</b></p>	<p style="text-align: right;">85</p> <p>1 <b>you agree with me that it would increase the danger</b></p> <p>2 <b>and risk to be distracted while driving?</b></p> <p>3 MR. SAFFLES: Object to form. Again, he's</p> <p>4 not an expert.</p> <p>5 THE WITNESS: I don't personally -- I</p> <p>6 personally avoid distractions while I drive.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q All right. Let me ask you this: With</b></p> <p>9 <b>regard to the DoorDash app, would you agree with me</b></p> <p>10 <b>that you have to multitask while you're driving with</b></p> <p>11 <b>a DoorDash app, you have to both refer to the app</b></p> <p>12 <b>and to the directions, and you also have to meet the</b></p> <p>13 <b>requirements for on-time delivery, and that that</b></p> <p>14 <b>requires a greater deal of skill than a driver just</b></p> <p>15 <b>on a random no time/no pressure stroll through the</b></p> <p>16 <b>streets in a car?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Let me -- that was a poor question. Let</b></p> <p>21 <b>me just rephrase that one. Would you agree with me</b></p> <p>22 <b>that the DoorDash app and the on-time delivery</b></p> <p>23 <b>requirements of DoorDash adds an additional level of</b></p> <p>24 <b>stress and requirements of focus on a driver?</b></p> <p>25 MR. SAFFLES: Object to form. You may</p>

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23 (Pages 86 to 89)

<p style="text-align: right;">86</p> <p>1 answer.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q You can answer.</b></p> <p>4 A It all comes down to the individual. I</p> <p>5 mean, I myself have Dashed. I didn't feel any</p> <p>6 additional pressure to speed or drive distracted.</p> <p>7 <b>Q Are you aware of criticisms that DoorDash</b></p> <p>8 <b>apps drivers are encouraged to speed?</b></p> <p>9 MR. SAFFLES: Object to form.</p> <p>10 THE WITNESS: No.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q You never heard that criticism in any of</b></p> <p>13 <b>these 30(b)(6) depositions you've testified under?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: I've heard a similar</p> <p>17 argument, that the on-time delivery -- I've</p> <p>18 heard the assumption that on-time delivery</p> <p>19 could mean that that's an encouragement to</p> <p>20 speed, but first and foremost, Dashers are</p> <p>21 agreeing to follow traffic laws, including</p> <p>22 speeding laws, when they sign up to become a</p> <p>23 Dasher.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q Do you understand that Ms. Odom was on her</b></p>	<p style="text-align: right;">88</p> <p>1 time that suggests she was Dashing before the 10th,</p> <p>2 please provide it to me, okay.</p> <p>3 A Okay.</p> <p>4 <b>Q So in other words, I can't -- it is your</b></p> <p>5 <b>now recollection that she was only Dashing on the</b></p> <p>6 <b>10th, the very day she was involved in the accident</b></p> <p>7 <b>with Ms. Saunier? Is that your current</b></p> <p>8 <b>recollection?</b></p> <p>9 MR. SAFFLES: Object to form. He said he</p> <p>10 wasn't sure. And we'll look, and we'll produce</p> <p>11 anything that says otherwise.</p> <p>12 MR. PIERCE: Okay. No speaking objections</p> <p>13 here, Mr. Saffles.</p> <p>14 MR. SAFFLES: I was just trying to help</p> <p>15 you out on it. We'll produce this.</p> <p>16 MR. PIERCE: Okay. I appreciate your</p> <p>17 help.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q So is your current recollection that</b></p> <p>20 <b>November 10th, 2019, is the day she Dashed for</b></p> <p>21 <b>DoorDash, the first day?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: I believe the 10th is the</p> <p>25 only day where I've seen a Dash log.</p>
<p style="text-align: right;">87</p> <p>1 very first day of employment when she was involved</p> <p>2 with the collision with Ms. Saunier, my client?</p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: I recall that I believe</p> <p>6 Ms. Odom first Dashed on the 8th, if I recall</p> <p>7 correctly.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q So you think she was on her third day, not</b></p> <p>10 <b>her first day?</b></p> <p>11 A That's what I recall. I could be wrong.</p> <p>12 <b>Q What records can you point to me that says</b></p> <p>13 <b>she began Dashing on the 8th? Can you refer to a</b></p> <p>14 <b>particular record, a DoorDash record, that tells you</b></p> <p>15 <b>that?</b></p> <p>16 A I don't have the document in front of me.</p> <p>17 <b>Q Can you tell me what -- you don't have it</b></p> <p>18 <b>in front of you, but can you give me a description</b></p> <p>19 <b>of the document that says she was Dashing on the</b></p> <p>20 <b>8th?</b></p> <p>21 A Apologies. I might be misremembering. I</p> <p>22 believe the background check was complete on the</p> <p>23 8th, if I recall, so it may be that Ms. Odom didn't</p> <p>24 Dash until the 10th.</p> <p>25 <b>Q Again, if you locate a document at any</b></p>	<p style="text-align: right;">89</p> <p>1 BY MR. PIERCE:</p> <p>2 <b>Q And would you agree with me that if she</b></p> <p>3 <b>had started Dashing before that, that pursuant to</b></p> <p>4 <b>the request for production and also what you're here</b></p> <p>5 <b>to testify about, that that one should have been</b></p> <p>6 <b>provided to me, correct?</b></p> <p>7 MR. SAFFLES: Object to form. You may</p> <p>8 answer.</p> <p>9 THE WITNESS: I don't recall seeing the</p> <p>10 request for production.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q You don't understand that one of the</b></p> <p>13 <b>things you're here to do is to testify about all the</b></p> <p>14 <b>issues raised in the request for production?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: Can you repeat that? Was</p> <p>18 that on the topic list we looked at initially?</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Well, no, it wasn't initially, but I think</b></p> <p>21 <b>you're also required to testify about all the areas</b></p> <p>22 <b>on the request for production, but I've got so much</b></p> <p>23 <b>to cover, we'll come back to that.</b></p> <p>24 <b>Well, it's Number 26, all of the</b></p> <p>25 <b>interrogatories and requests for production and the</b></p>



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24 (Pages 90 to 93)

90	<p>1 responses, so it is covered there, and the court did</p> <p>2 order you to testify about it. So my question is if</p> <p>3 at any time you locate any additional document</p> <p>4 pursuant to the request for production, would you</p> <p>5 agree to provide it to me?</p> <p>6 A I'll work with counsel to see, yes.</p> <p>7 Q And you understand that not only is it an</p> <p>8 item under the 30(b)(6), but it's court ordered. Do</p> <p>9 you understand that?</p> <p>10 A Yes.</p> <p>11 Q Would you agree with me that Ms. Odom is</p> <p>12 the face of DoorDash as a DoorDash Dasher?</p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: No.</p> <p>16 BY MR. PIERCE:</p> <p>17 Q Would you agree with me that when she</p> <p>18 appears at the restaurant, that's who the restaurant</p> <p>19 personnel interact with? Is that fair enough?</p> <p>20 A Yes.</p> <p>21 Q And would you agree with me also that when</p> <p>22 she delivers the DoorDash delivery, that that's who</p> <p>23 the customers interact with?</p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
91	<p>1 THE WITNESS: If there is an interaction</p> <p>2 at the time of delivery, it would be the Dasher</p> <p>3 and customer interacting.</p> <p>4 BY MR. PIERCE:</p> <p>5 Q So the only face that the restaurateur or</p> <p>6 vendor and the person picking up the -- receiving</p> <p>7 the delivery would see as a representative of</p> <p>8 DoorDash would be the DoorDash Dasher, correct?</p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q You can answer.</p> <p>13 A During the course of a delivery, the</p> <p>14 only -- the only person that would interact is the</p> <p>15 Dasher and consumer or merchant.</p> <p>16 Q During the actual DoorDash application,</p> <p>17 does the DoorDash applicant have to click through</p> <p>18 various steps in the application?</p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: There are steps to the</p> <p>22 sign-up process, yes.</p> <p>23 BY MR. PIERCE:</p> <p>24 Q Is one of them a privacy agreement?</p> <p>25 A Yes.</p>
92	<p>1 Q Do you know whether that privacy agreement</p> <p>2 was provided to me?</p> <p>3 A I don't know.</p> <p>4 Q Would you agree to provide it if one</p> <p>5 hasn't been provided?</p> <p>6 A I will work with counsel, and we can look</p> <p>7 for that.</p> <p>8 Q Does one who is applying, such as</p> <p>9 Ms. Odom, have to take a written examination?</p> <p>10 MR. SAFFLES: Object to form. You may</p> <p>11 answer.</p> <p>12 THE WITNESS: There's no written</p> <p>13 examination to become an independent contracted</p> <p>14 Dasher, no.</p> <p>15 BY MR. PIERCE:</p> <p>16 Q So a DoorDash Dasher doesn't have to take</p> <p>17 any kind of written examination. Fair enough?</p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: There's no written</p> <p>21 examination required for independent</p> <p>22 contractors.</p> <p>23 BY MR. PIERCE:</p> <p>24 Q Do you provide any training videos to this</p> <p>25 DoorDash application?</p>
93	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: As part of the sign-up</p> <p>4 process, no.</p> <p>5 BY MR. PIERCE:</p> <p>6 Q Is there any -- at any time do you provide</p> <p>7 any training videos?</p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: No. There's no required</p> <p>11 training to become an independent contracted</p> <p>12 Dasher.</p> <p>13 BY MR. PIERCE:</p> <p>14 Q Any optional training? You said required</p> <p>15 training. Is there any optional training?</p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 THE WITNESS: So there's a help center on</p> <p>19 the DoorDash website, and this can contain</p> <p>20 articles, how to get started using the app. So</p> <p>21 sure, there are some resources available to</p> <p>22 Dashers if they choose to look at them, but</p> <p>23 nothing --</p> <p>24 BY MR. PIERCE:</p> <p>25 Q So these resources or training materials</p>

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25 (Pages 94 to 97)

94	<p>1 are optional. Is that -- you were playing a word</p> <p>2 game on me and adding the word "requirement" --</p> <p>3 "required" to my question. So are there any</p> <p>4 training or other things that an applicant can refer</p> <p>5 to as part of learning how to be a DoorDash Dasher?</p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: I wouldn't -- I wouldn't</p> <p>9 even call them training materials, but</p> <p>10 there's -- yes, there are articles publicly</p> <p>11 available on the website that anyone can view,</p> <p>12 not even just Dashers.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q And it would agree -- it would provide you</b></p> <p>15 <b>with routing instructions about this navigation we</b></p> <p>16 <b>talked about earlier, correct?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: I don't -- I don't recall</p> <p>20 ever seeing any help center article related to</p> <p>21 navigation.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q Let me ask you this: You would agree that</b></p> <p>24 <b>the DoorDash code of ethics applies to Dashers as</b></p> <p>25 <b>well, correct?</b></p>	96	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: I have a different</p> <p>4 relationship with DoorDash as an employee than</p> <p>5 an independent contracted Dasher does.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q So I want to hear this from you as the</b></p> <p>8 <b>30(b)(6) representative. The code of conduct and</b></p> <p>9 <b>the code of ethics and integrity that apply to you,</b></p> <p>10 <b>as a DoorDash direct employee, don't apply to</b></p> <p>11 <b>someone that y'all classify as a DoorDash Dasher.</b></p> <p>12 <b>Is that true?</b></p> <p>13 MR. SAFFLES: Object to form. Asked and</p> <p>14 answered. You may answer.</p> <p>15 THE WITNESS: Dashers do not have an</p> <p>16 employee handbook or employee guidelines, no.</p> <p>17 I don't sign an independent contractor</p> <p>18 agreement when I was employed with DoorDash.</p> <p>19 It's a different relationship.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Listen to my question, because I'm asking</b></p> <p>22 <b>you a little bit different question. Does the</b></p> <p>23 <b>DoorDash code of conduct apply to a DoorDash Dasher?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
95	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: Sorry. What code of ethics</p> <p>4 are you referring to?</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q Well, just in general, the general code of</b></p> <p>7 <b>ethics Mr. Xu might issue from time to time, it</b></p> <p>8 <b>applies to Dashers as well, right?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: No, no.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q And why not? Why wouldn't the code of</b></p> <p>14 <b>ethics apply to Dashers?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: So there's no, as you state,</p> <p>18 code of ethics. I mean, there's -- I have an</p> <p>19 employee handbook. That's something that, you</p> <p>20 know, DoorDash employees review. But no.</p> <p>21 Independent contracted Dashers, they review and</p> <p>22 agree to the independent contractor agreement.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q So the code of conduct or code of ethics</b></p> <p>25 <b>that govern you don't govern the Dashers?</b></p>	97	<p>1 THE WITNESS: The code of ethics or</p> <p>2 employee handbook is not part of what is</p> <p>3 presented to Dashers in the independent</p> <p>4 contractor agreement, no.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q Does the code of conduct in any way apply,</b></p> <p>7 <b>as a principle, as a guideline, or anything, to a</b></p> <p>8 <b>Dasher?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: Dashers are not DoorDash</p> <p>12 employees.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q That's not the question.</b></p> <p>15 A No.</p> <p>16 <b>Q Does the code of conduct apply? Your</b></p> <p>17 <b>answer is no, it doesn't apply?</b></p> <p>18 MR. SAFFLES: Object to form.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Let me rephrase it so there's no</b></p> <p>21 <b>objection. Does the code of conduct that applies to</b></p> <p>22 <b>you apply to a DoorDash Dasher?</b></p> <p>23 MR. SAFFLES: Object to form. Asked and</p> <p>24 answered. You may answer again.</p> <p>25 THE WITNESS: No.</p>



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26 (Pages 98 to 101)

98	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q Do Dashers receive performance scores?</b></p> <p>3 A No.</p> <p>4 <b>Q Do they receive weekly reports?</b></p> <p>5 A No.</p> <p>6 <b>Q Do they receive daily reports?</b></p> <p>7 A No.</p> <p>8 <b>Q Would you agree with me that DoorDash</b></p> <p>9 <b>communicates with Dashers through the DoorDash app?</b></p> <p>10 A Yes.</p> <p>11 <b>Q And the DoorDash app appears on the</b></p> <p>12 <b>Dasher's cell phone, correct?</b></p> <p>13 A Correct.</p> <p>14 <b>Q And assuming that Ms. Odom still has the</b></p> <p>15 <b>cell phone that she -- and the same number that she</b></p> <p>16 <b>had at the time of November 19th, two thousand --</b></p> <p>17 <b>November 10th, 2019, that DoorDash could still get</b></p> <p>18 <b>in touch with her through that app, correct?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: Yes. If Ms. Odom still has</p> <p>22 the DoorDash app installed, and there was a</p> <p>23 notification sent to the Dasher app to Dashers,</p> <p>24 Ms. Odom would receive it.</p> <p>25 BY MR. PIERCE:</p>
99	<p>1 <b>Q How about the driver specifically? You</b></p> <p>2 <b>could still communicate with her specifically either</b></p> <p>3 <b>on the app or by just calling her cell phone,</b></p> <p>4 <b>correct?</b></p> <p>5 A No. There's no direct DoorDash to Dasher</p> <p>6 communication, unless -- you know, unless the</p> <p>7 Dasher's reaching out to us for -- they can call the</p> <p>8 support phone number just as a customer or a</p> <p>9 restaurant would.</p> <p>10 <b>Q Well, how about this. Let me ask it a</b></p> <p>11 <b>different way. If you have the DoorDash Dashers,</b></p> <p>12 <b>that she's part of the procedure, do you, by</b></p> <p>13 <b>necessity, have her phone number? Do you, pursuant</b></p> <p>14 <b>to the terms of the agreement and just in general,</b></p> <p>15 <b>have her actual phone number?</b></p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 THE WITNESS: A phone number is provided</p> <p>19 as part of the sign-up process, yes.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q All right. Assuming that Ms. Odom still</b></p> <p>22 <b>has the same phone number and that there's an</b></p> <p>23 <b>ability of DoorDash to make contact using that phone</b></p> <p>24 <b>number with her, correct, because you have that</b></p> <p>25 <b>information, right?</b></p>
100	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: Yes.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q Would you agree with me that the DoorDash</b></p> <p>6 <b>app, when used by the Dasher, provides information</b></p> <p>7 <b>to the Dasher about where to go pick up the food?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: When a Dasher accepts a</p> <p>11 delivery opportunity, they are given the pickup</p> <p>12 address location.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q And when to be there. There's a time to</b></p> <p>15 <b>be there, correct?</b></p> <p>16 A They're shown an estimated time that the</p> <p>17 order should be prepared and ready for pickup by the</p> <p>18 restaurant, yes.</p> <p>19 <b>Q And they're given directions to be there</b></p> <p>20 <b>if they're using the navigation app we talked so</b></p> <p>21 <b>much about here before, correct?</b></p> <p>22 A If they choose navigation, then yes, they</p> <p>23 can get assistance from a third party.</p> <p>24 <b>Q Are they given any driving tips or weather</b></p> <p>25 <b>alerts or any warnings of any kind?</b></p>
101	<p>1 A I don't know.</p> <p>2 <b>Q Who could I contact to find out about it?</b></p> <p>3 A The part that I'm not 100 percent sure on</p> <p>4 is if there's like weather alerts. It's possible.</p> <p>5 I don't know in 2019.</p> <p>6 <b>Q How about today? Do they give weather</b></p> <p>7 <b>alerts today?</b></p> <p>8 A I'm not 100 percent sure.</p> <p>9 <b>Q Is there today or in 2019 tracking</b></p> <p>10 <b>technology to monitor that?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 THE WITNESS: In order for the application</p> <p>14 to work as intended, Dashers agree to share</p> <p>15 their location with the DoorDash app.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Does it track driver movements?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: GPS data is what the Dasher</p> <p>21 is sharing with the DoorDash app.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q And does it show their routes?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>

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27 (Pages 102 to 105)

<p style="text-align: right;">102</p> <p>1 THE WITNESS: Yes.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q Does it show their speeds?</b></p> <p>4 A No.</p> <p>5 <b>Q Does DoorDash have a reward system or</b></p> <p>6 <b>point system that docks drivers for tardiness?</b></p> <p>7 MR. SAFFLES: Object to form. You may</p> <p>8 answer.</p> <p>9 THE WITNESS: For tardiness, no.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q All right. For being late either picking</b></p> <p>12 <b>up a delivery or dropping off a delivery?</b></p> <p>13 A No.</p> <p>14 <b>Q So what is the benefit of the algorithm to</b></p> <p>15 <b>DoorDash if it doesn't track the ability or the</b></p> <p>16 <b>tardiness of a DoorDash Dasher?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: I'm sorry.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Yeah. I mean, are you saying under oath</b></p> <p>22 <b>that the algorithm on the DoorDash app doesn't track</b></p> <p>23 <b>whether a DoorDash Dasher is on time picking up the</b></p> <p>24 <b>food from the vendor?</b></p> <p>25 MR. SAFFLES: Object to form. You may</p>	<p style="text-align: right;">104</p> <p>1 <b>delivery, right, the Dash?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: It's the customer's</p> <p>5 experience, so, I mean, yes.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q It's the Dash itself, because you can't</b></p> <p>8 <b>control whether the restaurant makes the right food</b></p> <p>9 <b>or puts it in a box correctly, whether it's hot or</b></p> <p>10 <b>cold, but they can control, through its app, the</b></p> <p>11 <b>actual delivery by the DoorDash Dasher, correct?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: Well, no. I mean, there's</p> <p>15 also situations where the consumer can place an</p> <p>16 order and go pick it up themselves, so it's --</p> <p>17 we care about that just as much, not involving</p> <p>18 a Dasher.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q So there's the incidence on the DoorDash</b></p> <p>21 <b>app where someone can actually place it in a</b></p> <p>22 <b>different manner, and they go pick it up themselves.</b></p> <p>23 <b>I'm talking about one where the Dasher is involved.</b></p> <p>24 A Okay. Yeah. We also care about quality</p> <p>25 of the experience if a Dasher is involved.</p>
<p style="text-align: right;">103</p> <p>1 answer.</p> <p>2 THE WITNESS: DoorDash tracks when a</p> <p>3 delivery was dropped off in relation to the</p> <p>4 estimate that was created at the beginning of</p> <p>5 the -- so yes, I mean, logistically speaking,</p> <p>6 yes.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q So let me rephrase my question, then. So</b></p> <p>9 <b>DoorDash knows if a particular driver is on time in</b></p> <p>10 <b>picking it up from the vendor, the restaurant, and</b></p> <p>11 <b>DoorDash also knows whether a driver is on time</b></p> <p>12 <b>making the delivery to a customer, correct?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: Yeah, if you want to say</p> <p>16 Dasher. I mean, it's -- we more so care about</p> <p>17 the delivery. We care about the overall</p> <p>18 delivery. I mean, there can be delays caused</p> <p>19 at the pickup location if the order is</p> <p>20 incorrect. There can be -- you know, it</p> <p>21 doesn't all fall back to the Dasher. So, I</p> <p>22 mean, overall, DoorDash cares about giving a</p> <p>23 quality product from end to end.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q And the quality product is the actual</b></p>	<p style="text-align: right;">105</p> <p>1 <b>Q And the experience is getting the food</b></p> <p>2 <b>there on time, correct?</b></p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: On time, quality of the</p> <p>6 accuracy of the order, yes, the overall</p> <p>7 experience.</p> <p>8 MR. SAFFLES: Hey, Carl, is this a good</p> <p>9 place for another break?</p> <p>10 MR. PIERCE: Yeah. It's pretty good.</p> <p>11 Let's take another one.</p> <p>12 THE VIDEOGRAPHER: We're going off --</p> <p>13 MR. PIERCE: We're going to come back at</p> <p>14 25 past?</p> <p>15 MR. SAFFLES: Sounds good. Sorry.</p> <p>16 THE VIDEOGRAPHER: We're going off the</p> <p>17 record. The time is now 2:13.</p> <p>18 (A recess transpired.)</p> <p>19 THE VIDEOGRAPHER: We're going back on the</p> <p>20 record. The time is now 2:26.</p> <p>21 (Plaintiff's Exhibit 5, Code of</p> <p>22 Conduct, was marked for identification.)</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q Mr. Spencer, I want to review with you a</b></p> <p>25 <b>minute about the code of conduct of DoorDash, Inc.,</b></p>

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28 (Pages 106 to 109)

<p style="text-align: right;">106</p> <p>1 all right. And this fellow Tony Xu, he's your CEO, 2 right? 3 A Yes. 4 Q Remember when I asked you all those 5 questions earlier about whether you had a code of 6 conduct, and you told me you did? Do you remember 7 that? 8 MR. SAFFLES: Object to form. 9 THE WITNESS: Yes. 10 BY MR. PIERCE: 11 Q And you remember you told me you didn't 12 think it applied or you knew it didn't apply to 13 Dashers, correct? 14 A I'm not aware of this being provided to 15 Dashers, correct. 16 Q All right. Well, let's go to Page 2 of 17 it, please, and look at the top. It says: "Our 18 code of conduct (the "code") applies to all 19 employees, executives, board members, directors, and 20 officers of DoorDash, Inc. (together with its 21 affiliates and subsidiaries, the "company" or 22 "DoorDash"). In addition, we expect anyone who 23 works with us (including our Dashers) to share in 24 our commitment to the highest degree of integrity 25 and operating in compliance with all applicable</p>	<p style="text-align: right;">108</p> <p>1 I still don't believe that this document is 2 directly shared with Dashers or merchants or 3 other contractors. 4 BY MR. PIERCE: 5 Q I didn't ask you whether it was shared. I 6 asked you whether it applied to them pursuant to the 7 directive of your CEO, that the DoorDash code of 8 conduct applies to its Dashers. Do you agree or 9 disagree? 10 MR. SAFFLES: Object to form. You may 11 answer. 12 THE WITNESS: I think that, yes, Dashers 13 agree to conduct their business legally and 14 ethically in the independent contractor 15 agreement. 16 BY MR. PIERCE: 17 Q All right. And furthermore, the Dasher 18 should ask themselves the following questions: 19 "Does it appear legal?" Yes or no? 20 MR. SAFFLES: Object to form. You may 21 answer. 22 THE WITNESS: I see that on this document, 23 yes. 24 BY MR. PIERCE: 25 Q All right. "Is it consistent with the</p>
<p style="text-align: right;">107</p> <p>1 laws." 2 And I skipped a little section there, but 3 did I read it otherwise correctly? 4 A Yes. 5 Q All right. Let's go to the bottom of that 6 page. It says: "Unethical, dishonest, or illegal 7 conduct is contrary to our values and approach to 8 conducting business and will not be tolerated. 9 DoorDash expects all employees, Dashers, other 10 contractors," et cetera, et cetera, "to do business 11 legally and ethically, regardless of any impact on 12 the bottom line." 13 Save for the part I excluded, would you 14 agree with me that I read that correct? 15 A Yes. 16 Q Do you want to correct the record and 17 agree with me that according to Mr. Xu, that the 18 code of conduct of DoorDash applies to its Dashers? 19 MR. SAFFLES: Object to form. You may 20 answer. 21 THE WITNESS: No. I think it still 22 stands. When Dashers sign up and review and 23 agree to the independent contractor agreement, 24 they're agreeing to follow -- you know, operate 25 their business within the confines of the law.</p>	<p style="text-align: right;">109</p> <p>1 spirit and letter of the Code?" 2 MR. SAFFLES: Object to form. You may 3 answer. 4 BY MR. PIERCE: 5 Q You can answer. 6 A Are you asking if that's what it says? 7 Q Yes. 8 A Yes. 9 Q All right. And one of the things Mr. Xu 10 wants you to ask yourself, as an employee and a 11 Dasher, is can you justify your conduct or your 12 position to your customers, coworkers, and family? 13 A Yes. 14 Q And he believes that all these codes of 15 conduct, at least Mr. Xu does, should apply to 16 Dashers as well, right? 17 MR. SAFFLES: Object to form. You may 18 answer. 19 THE WITNESS: I have not reviewed this in 20 quite some time. I don't know if that's 21 exactly what it's intended to say. 22 BY MR. PIERCE: 23 Q But you are familiar with it, correct? 24 A Yes. 25 Q And this is the code of conduct of</p>

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29 (Pages 110 to 113)

110	<p>1 <b>DoorDash, right?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: Yes.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q And he specifically states that it applies</b></p> <p>7 <b>to Dashers, correct?</b></p> <p>8 MR. SAFFLES: Object to form.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Correct?</b></p> <p>11 MR. SAFFLES: Go ahead. You can answer.</p> <p>12 THE WITNESS: That's what I see on the</p> <p>13 document.</p> <p>14 BY MR. PIERCE:</p> <p>15 <b>Q Let's turn our attention to some other</b></p> <p>16 <b>questions now.</b></p> <p>17 MR. SAFFLES: Carl, are you going to make</p> <p>18 that an exhibit?</p> <p>19 MR. PIERCE: Yeah. I marked it Exhibit 5.</p> <p>20 MR. SAFFLES: That's the code of conduct</p> <p>21 you've been discussing is Exhibit 5?</p> <p>22 MR. PIERCE: Yeah. That's Exhibit 5.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q Would you agree with me that DoorDash,</b></p> <p>25 <b>through its app, controls where a Dasher picks up</b></p>
111	<p>1 <b>the product?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: No. DoorDash doesn't</p> <p>5 control which businesses customers are placing</p> <p>6 orders to. DoorDash simply relays this</p> <p>7 information.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q And it relays that to the drivers, or the</b></p> <p>10 <b>Dashers, correct?</b></p> <p>11 A Correct.</p> <p>12 <b>Q And DoorDash determines what time the</b></p> <p>13 <b>pickup is supposed to occur?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: The DoorDash app creates an</p> <p>17 estimate.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q And that is communicated to the Dasher,</b></p> <p>20 <b>correct?</b></p> <p>21 A Correct.</p> <p>22 <b>Q And DoorDash determines the route for</b></p> <p>23 <b>delivery pursuant to the navigation aids that we've</b></p> <p>24 <b>talked about?</b></p> <p>25 MR. SAFFLES: Object to form.</p>
112	<p>1 THE WITNESS: No. Dashers are not</p> <p>2 required to use navigation.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q But one is suggested with the navigation</b></p> <p>5 <b>tool, correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: There are third party</p> <p>9 options, but if the Dasher doesn't need any</p> <p>10 navigation assistance, and they're familiar</p> <p>11 with the area, then they control the route that</p> <p>12 they select.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q All right. But it does suggest one</b></p> <p>15 <b>through the navigation app, correct --</b></p> <p>16 MR. SAFFLES: Object to form.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q -- if they choose to use it? Go ahead.</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: If they request navigation</p> <p>22 assistance, then a route can be recommended to</p> <p>23 them by a third party, yes.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q All right. And that's on the DoorDash</b></p>
113	<p>1 <b>app, that third party you keep referring to,</b></p> <p>2 <b>correct?</b></p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: They click the option for</p> <p>6 navigation which then directs them to a third</p> <p>7 party, the button in the app.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q And then which gives them the route,</b></p> <p>10 <b>correct?</b></p> <p>11 A They're then taken --</p> <p>12 MR. SAFFLES: Object to form.</p> <p>13 THE WITNESS: -- to the app that gives</p> <p>14 them the route, yes.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q All right. And DoorDash determines who</b></p> <p>17 <b>can pick up the food, correct?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: Anyone that has signed up</p> <p>21 and is eligible to be a Dasher would be</p> <p>22 eligible to accept a delivery opportunity and</p> <p>23 pick up.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q But it's DoorDash that determines which</b></p>

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114	<p>1 one of the DoorDashers it would get to go there and</p> <p>2 pick it up, correct?</p> <p>3 MR. SAFFLES: Object to --</p> <p>4 BY MR. PIERCE:</p> <p>5 Q It's DoorDash's determination.</p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: The app is offering the</p> <p>9 opportunity to one Dasher at a time, yes.</p> <p>10 BY MR. PIERCE:</p> <p>11 Q And so, therefore, DoorDash determines</p> <p>12 which Dashers can participate for which delivery and</p> <p>13 at what time, correct?</p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: Well, DoorDash doesn't</p> <p>17 determine who is in a certain -- which Dashers</p> <p>18 are in a certain area at a given time. There's</p> <p>19 no requirements of when or where someone has to</p> <p>20 Dash. So it's whoever's in -- the Dashers</p> <p>21 choosing to be out and Dashing at that time --</p> <p>22 BY MR. PIERCE:</p> <p>23 Q But Door --</p> <p>24 A -- and the app sends it to someone in the</p> <p>25 area.</p>
115	<p>1 Q I didn't mean to cut you off. DoorDash</p> <p>2 determines which of those in that area it selects</p> <p>3 for the food pickup, correct? DoorDash determines</p> <p>4 that, correct?</p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: DoorDash is sending the</p> <p>8 delivery opportunity, yes.</p> <p>9 BY MR. PIERCE:</p> <p>10 Q And if several folks want the same</p> <p>11 opportunity, it's DoorDash that selects the Dasher,</p> <p>12 correct?</p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: It's an automated process.</p> <p>16 There's not a list of Dashers that somebody is</p> <p>17 selecting from.</p> <p>18 BY MR. PIERCE:</p> <p>19 Q But DoorDash, through its app, picks which</p> <p>20 Dasher gets it, correct?</p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: Correct.</p> <p>24 BY MR. PIERCE:</p> <p>25 Q Is that correct?</p>
116	<p>1 A Correct.</p> <p>2 Q All right. So it's not a race to the</p> <p>3 restaurant, so to speak. DoorDash tells which</p> <p>4 particular Dasher whether they get the Dash,</p> <p>5 correct?</p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: DoorDash presents the</p> <p>9 opportunity to one Dasher, and they have the</p> <p>10 option to accept or decline it.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q And that one Dasher, as determined by</p> <p>13 DoorDash, goes to the restaurant and gets the food,</p> <p>14 correct?</p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: If they choose to accept the</p> <p>18 opportunity, then the next step would be to</p> <p>19 proceed to the pickup location.</p> <p>20 BY MR. PIERCE:</p> <p>21 Q All right. And then -- and also, DoorDash</p> <p>22 determines what restaurants can participate,</p> <p>23 correct?</p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
117	<p>1 THE WITNESS: So --</p> <p>2 BY MR. PIERCE:</p> <p>3 Q The Dasher -- if someone orders a</p> <p>4 hamburger -- let me ask it a different way. If</p> <p>5 somebody orders a hamburger, they just don't go out</p> <p>6 and pick a hamburger up. The Dasher -- DoorDash's</p> <p>7 app directs them to a particular restaurant for that</p> <p>8 hamburger, correct?</p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q Go ahead and answer.</p> <p>13 A It directs them to wherever the customer</p> <p>14 chose to order the hamburger from. It's the</p> <p>15 customer's choice.</p> <p>16 Q The customer orders, and DoorDash directs</p> <p>17 the Dasher to that restaurant, correct?</p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: DoorDash presents that</p> <p>21 opportunity to a Dasher, yes.</p> <p>22 BY MR. PIERCE:</p> <p>23 Q And then DoorDash -- and unless they're on</p> <p>24 the DoorDash app, the vendor just can't say he wants</p> <p>25 to be, he has to sign up for the program as well,</p>

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118	<p>1 <b>that is, the restaurant, correct?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: The retailers -- there's a</p> <p>5 sign-up process for retailers if they want to</p> <p>6 offer their goods through the DoorDash</p> <p>7 platform, yes.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Right. So DoorDash is not only choosing</b></p> <p>10 <b>the driver, it's also choosing the restaurants that</b></p> <p>11 <b>participate, correct?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: Well, I mean, it's a sign-up</p> <p>15 process, so the merchants are choosing to offer</p> <p>16 their goods through the DoorDash platform.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q Absolutely. So it's DoorDash's app that</b></p> <p>19 <b>controls not only -- or determines not only who</b></p> <p>20 <b>picks it up, but who sells it, correct?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: The app is only going to</p> <p>24 show customers the options of retailers that</p> <p>25 have chosen to sign up for their services on</p>
119	<p>1 the DoorDash platform.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q It's only going to show that to the one</b></p> <p>4 <b>that you select to go pick it up, correct, once you</b></p> <p>5 <b>pick it up, once DoorDash determines it, correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: Can you repeat that?</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Sure. So DoorDash's restaurants that it's</b></p> <p>11 <b>in business with sends DoorDash's drivers that it's</b></p> <p>12 <b>in business with to deliver the food from the</b></p> <p>13 <b>restaurant and takes a fee for that, correct?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: If a business has signed up</p> <p>17 for the DoorDash platform, and a consumer</p> <p>18 requests goods from that business, then</p> <p>19 DoorDash will present that opportunity to</p> <p>20 someone who is also signed up to be a Dasher.</p> <p>21 Is that --</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q So DoorDash is in the whole process.</b></p> <p>24 <b>DoorDash picks the restaurants when they apply,</b></p> <p>25 <b>DoorDash picks the Dasher when they -- when they ask</b></p>
120	<p>1 <b>for it, and DoorDash has the customer. So this</b></p> <p>2 <b>whole process involves DoorDash, right? That's how</b></p> <p>3 <b>you make money, correct?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: I wouldn't say DoorDash is</p> <p>7 picking the business. They have to choose</p> <p>8 DoorDash.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q But does DoorDash have a right not to</b></p> <p>11 <b>utilize or to sell from a particular restaurant, or</b></p> <p>12 <b>for a restaurant?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q DoorDash -- let me rephrase that, because</b></p> <p>17 <b>that was what -- I stuttered, so let me ask it this</b></p> <p>18 <b>way: Does DoorDash have a right to reject a</b></p> <p>19 <b>restaurant that applies to use their services?</b></p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: I'm not as familiar with the</p> <p>23 merchant sign-up process, but I assume there</p> <p>24 are ways that you may not be eligible to offer</p> <p>25 your services on the DoorDash platform.</p>
121	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q And the same with the DoorDash driver. We</b></p> <p>3 <b>talked about it a lot today. There are some drivers</b></p> <p>4 <b>that are ineligible, correct?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: Yes, I mean, yes.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q How about the customers? Are there</b></p> <p>10 <b>certain customers that DoorDash blocks? In other</b></p> <p>11 <b>words, based on their past habits, there are certain</b></p> <p>12 <b>customers blocked?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: So, I mean, customers sign a</p> <p>16 similar -- you know, agree to certain terms and</p> <p>17 conditions when they're signing up to be a</p> <p>18 customer as well. So yes, if terms of service</p> <p>19 are breached by a consumer, then it's potential</p> <p>20 they could have access to the platform removed,</p> <p>21 just as a Dasher.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q So DoorDash is integral in the entire</b></p> <p>24 <b>process from the selection of the restaurant, the</b></p> <p>25 <b>selection of the customers, and most certainly the</b></p>



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122	<p>1 <b>selection of the Dasher, correct?</b></p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: Well, I mean, that's --</p> <p>5 DoorDash has created this online marketplace.</p> <p>6 That is the product of DoorDash.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q And DoorDash can terminate a Dasher at any</b></p> <p>9 <b>time, correct?</b></p> <p>10 MR. SAFFLES: Object to form. You may</p> <p>11 answer.</p> <p>12 THE WITNESS: Dashers are not terminated.</p> <p>13 If they are no longer upholding the independent</p> <p>14 contractor agreement, it's potential that a</p> <p>15 Dasher may have access to the platform removed.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Regardless of how you testify about</b></p> <p>18 <b>whether it's termination or, you know, you don't get</b></p> <p>19 <b>back on the app, or however you state it, then</b></p> <p>20 <b>DoorDash has the right to not provide its service to</b></p> <p>21 <b>certain drivers to conduct deliveries, correct?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q You can go ahead and answer.</b></p>	124	<p>1 reasons that a Dasher may lose access to the</p> <p>2 app.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q Can you sit here and tell me what those</b></p> <p>5 <b>reasons are?</b></p> <p>6 A I don't have the whole list memorized.</p> <p>7 <b>Q Can you tell me any reason why a Dasher</b></p> <p>8 <b>could have their right to be -- to participate in</b></p> <p>9 <b>the app suspended or curtailed?</b></p> <p>10 A Yeah, physical assault, discrimination,</p> <p>11 harassment, use of alcohol and drugs while</p> <p>12 performing delivery service, falsely reporting</p> <p>13 deliveries complete when you did not complete them.</p> <p>14 <b>Q How about being involved in motor vehicle</b></p> <p>15 <b>accidents?</b></p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q Is being involved in motor vehicle</b></p> <p>20 <b>accidents a reason for termination?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: No. That would fall back</p> <p>24 more to the background check.</p> <p>25 BY MR. PIERCE:</p>
123	<p>1 A Dashers can have their access removed and</p> <p>2 no longer be eligible to perform delivery services.</p> <p>3 <b>Q And it can be done for any reason or no</b></p> <p>4 <b>reason, correct?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: No, I wouldn't agree with</p> <p>8 that.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q All right. What reasons -- what is it</b></p> <p>11 <b>that requires DoorDash to keep a driver on a --</b></p> <p>12 <b>approved as an approved Dasher? What is it that</b></p> <p>13 <b>mandates that?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: The independent contractor</p> <p>17 agreement.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q So you say there's some language in that</b></p> <p>20 <b>independent contract agreement that makes it binding</b></p> <p>21 <b>so that DoorDash cannot terminate a driver for no</b></p> <p>22 <b>reason or any reason?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: The agreement includes the</p>	125	<p>1 <b>Q And so once someone's Dashing, no matter</b></p> <p>2 <b>how many accidents they get in while they're</b></p> <p>3 <b>Dashing, they can't be terminated, as far as you</b></p> <p>4 <b>know?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: Failure to pass a background</p> <p>8 check.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q But you've already told me you don't know</b></p> <p>11 <b>how often a subsequent background check is</b></p> <p>12 <b>conducted, correct?</b></p> <p>13 A Correct.</p> <p>14 <b>Q So you don't know whether they're ever</b></p> <p>15 <b>done, do you?</b></p> <p>16 MR. SAFFLES: Object to form. You may</p> <p>17 answer.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q That is, a subsequent background check?</b></p> <p>20 MR. SAFFLES: Object to form.</p> <p>21 THE WITNESS: I don't.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q Does DoorDash control access to the</b></p> <p>24 <b>DoorDash application for purposes of investigating</b></p> <p>25 <b>claims in an accident situation?</b></p>

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33 (Pages 126 to 129)

126	<p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: Sorry. Can you repeat that?</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q Yes. Does DoorDash control access to the</b></p> <p>6 <b>DoorDash app for purposes of investigating claims,</b></p> <p>7 <b>such as an accident that Ms. Odom was involved in</b></p> <p>8 <b>while Dashing?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 THE WITNESS: No.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q Who controls the app for purposes of</b></p> <p>14 <b>investigating claims?</b></p> <p>15 MR. SAFFLES: Object to form. You may</p> <p>16 answer.</p> <p>17 THE WITNESS: I'm not sure I quite follow.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q Yeah. Let me help you with it, then. Are</b></p> <p>20 <b>you ready for the question? I'm sorry. I didn't</b></p> <p>21 <b>mean to cut you off.</b></p> <p>22 A Sure.</p> <p>23 <b>Q All right. Who can go and see what</b></p> <p>24 <b>communications were made on the app and what was</b></p> <p>25 <b>known and knowable to DoorDash, other than DoorDash,</b></p>	128	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q And only DoorDash can look at the</b></p> <p>3 <b>communications that were occurring between the</b></p> <p>4 <b>Dasher, between DoorDash, and between the customer</b></p> <p>5 <b>picking -- waiting for the food, correct?</b></p> <p>6 MR. SAFFLES: Object to form. You may</p> <p>7 answer.</p> <p>8 THE WITNESS: Correct.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Okay. So it's DoorDash, and DoorDash</b></p> <p>11 <b>alone, that controls the necessary information to</b></p> <p>12 <b>determine whether an active Dash was being conducted</b></p> <p>13 <b>at the time of the accident. Fair enough?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: Yes.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q And it's this very issue of whether an</b></p> <p>19 <b>active Dash was being conducted, in other words,</b></p> <p>20 <b>whether the food was en route from the restaurant to</b></p> <p>21 <b>the customer, that determines the insurance</b></p> <p>22 <b>applicability, as you understand it, correct?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: DoorDash is able to confirm</p>
127	<p>1 <b>when investigating whether a DoorDash -- or a Dash</b></p> <p>2 <b>is being conducted at the time of an accident?</b></p> <p>3 MR. SAFFLES: Object to form. You may</p> <p>4 answer.</p> <p>5 THE WITNESS: Is this just whether or not</p> <p>6 someone was on an active Dash at the time of an</p> <p>7 incident?</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Yeah. Who has access to the DoorDash app</b></p> <p>10 <b>to determine whether someone was on an active</b></p> <p>11 <b>DoorDash delivery? Who has that access?</b></p> <p>12 A DoorDash.</p> <p>13 <b>Q And only DoorDash, correct?</b></p> <p>14 A Correct.</p> <p>15 MR. SAFFLES: Object to form.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q All right. So only DoorDash can</b></p> <p>18 <b>determine, at the time a Dash was being made,</b></p> <p>19 <b>whether, in fact, the Dash is being conducted when</b></p> <p>20 <b>an accident occurs, correct?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: Only DoorDash can pull the</p> <p>24 Dash log that shows time stamps of active</p> <p>25 Dashes, yes.</p>	129	<p>1 if somebody was on an active Dash at a specific</p> <p>2 time. As far as -- I'm not sure as far as</p> <p>3 insurance applicability.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q One of the areas you were required to be</b></p> <p>6 <b>able to testify about is the applicability of the</b></p> <p>7 <b>insurance, correct?</b></p> <p>8 MR. SAFFLES: Object to form. I don't</p> <p>9 believe that is listed, Carl, but -- is there a</p> <p>10 particular topic you're looking at?</p> <p>11 MR. PIERCE: Well, like I said, I'm not</p> <p>12 going to play pick the topic with you all day,</p> <p>13 so I'll go back in a minute when we have a</p> <p>14 break, and I'll pull it out.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q But anyway, let's go back to -- we'll do</b></p> <p>17 <b>it later.</b></p> <p>18 <b>So my point and my question was directed</b></p> <p>19 <b>at the exclusive nature of DoorDash's access to the</b></p> <p>20 <b>information. It is only DoorDash that has this</b></p> <p>21 <b>information to determine whether a Dash was being</b></p> <p>22 <b>conducted, correct?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: Correct, I suppose, other</p>

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<p style="text-align: right;">130</p> <p>1 than the Dasher themselves who is conducting 2 the Dash. They would know when they're 3 Dashing. 4 BY MR. PIERCE: 5 <b>Q The Dasher doesn't know anything about the</b> 6 <b>application of the insurance, do they?</b> 7 MR. SAFFLES: Object to form. You may 8 answer. 9 THE WITNESS: I don't know. 10 BY MR. PIERCE: 11 <b>Q Do you know whether the Dasher's informed</b> 12 <b>when the insurance applies and when it doesn't?</b> 13 A I don't know what's communicated to 14 Dashers involving insurance coverage. 15 <b>Q Let me ask you this: Dasher picks up</b> 16 <b>food, walks it out of the restaurant, goes to -- is</b> 17 <b>en route to the customer, gets in an accident. Is</b> 18 <b>it a covered accident by the DoorDash insurance?</b> 19 MR. SAFFLES: Object to form. You may 20 answer. 21 BY MR. PIERCE: 22 <b>Q Yes or no?</b> 23 A I don't know. That's -- DoorDash doesn't 24 investigate the incident. We can provide 25 information that somebody was on an active Dash, but</p>	<p style="text-align: right;">132</p> <p>1 <b>Q When you looked at this information, how</b> 2 <b>long did it take you to determine that this person,</b> 3 <b>Ms. Odom, was on an active Dash?</b> 4 MR. SAFFLES: Object to form. You may 5 answer. 6 THE WITNESS: Given the time of the 7 accident and reviewing the Dash log from the 8 date of the accident, it was relatively quick, 9 easy to determine. 10 BY MR. PIERCE: 11 <b>Q Would you say within a minute or two</b> 12 <b>minutes?</b> 13 A That's fair, yes. 14 MR. PIERCE: Let's go to Tab 8. Have you 15 got the accident report? What are we doing 16 next? 17 BY MR. PIERCE: 18 <b>Q Mr. Spencer, just by way of a few</b> 19 <b>background questions, you're familiar with the</b> 20 <b>claims reporting process involving reporting a claim</b> 21 <b>with DoorDash, correct?</b> 22 A Yes. 23 <b>Q All right. Well, I'm going to show you</b> 24 <b>what's been -- what we're going to mark as</b> 25 <b>Plaintiff's Exhibit 6.</b></p>
<p style="text-align: right;">131</p> <p>1 as far as like the coverage determination, that's 2 not DoorDash making a coverage determination. 3 <b>Q Do you know if DoorDash is -- what amount</b> 4 <b>of insurance they provide as opposed to a</b> 5 <b>third-party insurance company? Do you know that?</b> 6 MR. SAFFLES: Object to form. You may 7 answer. 8 THE WITNESS: Off the top of my head, no, 9 I don't know the exact coverage amounts. 10 BY MR. PIERCE: 11 <b>Q Do you know whether DoorDash is, for</b> 12 <b>example, responsible for the first \$250,000 of the</b> 13 <b>claim, and the insurance company is responsible for</b> 14 <b>an additional 750,000, up to \$1 million?</b> 15 MR. SAFFLES: Object to form. You may 16 answer. 17 THE WITNESS: Not off the top of my head, 18 no. 19 BY MR. PIERCE: 20 <b>Q Do you know whether you were required to</b> 21 <b>be versed in that issue for purposes of 30(b)(6)</b> 22 <b>today?</b> 23 A I didn't -- I didn't review exact coverage 24 amounts in preparation for this. I don't know if it 25 was listed.</p>	<p style="text-align: right;">133</p> <p>1 (Plaintiff's Exhibit 6, Automobile 2 Notice of Loss Form [VOY 91-93], was 3 marked for identification.) 4 BY MR. PIERCE: 5 <b>Q All right. Let's put it in as Exhibit 6,</b> 6 <b>this one from Carson. You see this from my office</b> 7 <b>to DoorDash notifying you guys of the accident on</b> 8 <b>November 10th, 2019, at 6:35? Do you see that?</b> 9 A Yes. 10 <b>Q All right. And let's go -- that's</b> 11 <b>Number 6. Let's go to Number 7, which is the</b> 12 <b>receipt form. Let's mark this as Plaintiff's</b> 13 <b>Exhibit 7, which is DoorDash's acknowledgment of the</b> 14 <b>receipt of the information provided in Number 6.</b> 15 (Plaintiff's Exhibit 7, Confirmation 16 of Receipt of Automobile Notice of Loss 17 Form, was marked for identification.) 18 BY MR. PIERCE: 19 <b>Q Is that how you understand these to work</b> 20 <b>together, Mr. Spencer?</b> 21 A Yes. 22 MR. PIERCE: Let's go to next numbered 23 exhibit. We'll mark this as Exhibit 7. Eight? 24 Is it eight? Number 8, which is the internal 25 documents from DoorDash.</p>

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35 (Pages 134 to 137)

134	<p>1 (Plaintiff's Exhibit 8, DoorDash</p> <p>2 Investigation Correspondence [VOY 88], was</p> <p>3 marked for identification.)</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q</b> I'm going to ask you a few questions here,</p> <p>6 <b>Mr. Spencer. Do you see -- is this an internal</b></p> <p>7 <b>communication within DoorDash?</b></p> <p>8 <b>A</b> That's my understanding, yes.</p> <p>9 <b>Q</b> All right. So let's look at all the folks</p> <p>10 <b>on this. You have Ms. Clementi up above. She's the</b></p> <p>11 <b>Assurant lady, correct? And a Henry Bowen from</b></p> <p>12 <b>Assurant, correct? Do you see those two names?</b></p> <p>13 <b>A</b> Yes.</p> <p>14 <b>Q</b> And then you see the following folks, and</p> <p>15 <b>it looks like there's some strings of folks that are</b></p> <p>16 <b>copied in a different group, so maybe a string site</b></p> <p>17 <b>would have a number of folks on it. But you also</b></p> <p>18 <b>see, individually blocked out, William Ambros and</b></p> <p>19 <b>Nicole from Assurant, Nicole Henning from Assurant,</b></p> <p>20 <b>I guess, and then you got Tiffany, how do you</b></p> <p>21 <b>pronounce that, Chow, or Cao, from DoorDash, Lauren</b></p> <p>22 <b>Testa, and Jerry Dixon from DoorDash. Did I read</b></p> <p>23 <b>all those correctly?</b></p> <p>24 <b>A</b> Yes. That's what I see.</p> <p>25 <b>Q</b> All right. And all these folks and</p>	136	<p>1 <b>Odom, correct?</b></p> <p>2 <b>A</b> Correct.</p> <p>3 <b>Q</b> And that accident happened on</p> <p>4 <b>November 10th, 2019, at 6:35, and that's in the</b></p> <p>5 <b>subject line at the top, correct? Do you see that?</b></p> <p>6 <b>A</b> Yes.</p> <p>7 <b>Q</b> And so anyone who received this</p> <p>8 <b>communication on November 25th, 2019, would have</b></p> <p>9 <b>been informed that it was DoorDash's position that</b></p> <p>10 <b>Ms. Odom was on a Dash at the time of this</b></p> <p>11 <b>collision, correct?</b></p> <p>12 <b>MR. SAFFLES:</b> Object to form. You may</p> <p>13 <b>answer.</b></p> <p>14 <b>THE WITNESS:</b> Correct.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q</b> All right. So -- and if you look at the</p> <p>17 <b>attached document behind it --</b></p> <p>18 <b>MR. PIERCE:</b> Let's mark it as the next</p> <p>19 <b>one. Is that the same document? All right.</b></p> <p>20 <b>So that -- we'll just make that a part of</b></p> <p>21 <b>Exhibit 7.</b></p> <p>22 <b>MR. BRIGGS:</b> Yeah.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q</b> So that also shows, in the second line</p> <p>25 <b>from the bottom, that there was -- on the two</b></p>
135	<p>1 <b>probably many more in these string emails were put</b></p> <p>2 <b>on notice of this particular claim, correct?</b></p> <p>3 <b>MR. SAFFLES:</b> Object to form. You may</p> <p>4 <b>answer.</b></p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q</b> You can go ahead and answer. Were they</p> <p>7 <b>put on notice of this claim?</b></p> <p>8 <b>A</b> Yes.</p> <p>9 <b>MR. SAFFLES:</b> Object to form.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q</b> All right. And they were provided not</p> <p>12 <b>only this information, but the formstack submission</b></p> <p>13 <b>for Dasher auto claims submitted at 11/25/2019 at</b></p> <p>14 <b>6:28 a.m. below, correct? Do you see that?</b></p> <p>15 <b>A</b> Yes.</p> <p>16 <b>Q</b> All right. So the first question after</p> <p>17 <b>the EIN Number 10 was: "Was Dasher on a Dash?" Did</b></p> <p>18 <b>I read that correctly?</b></p> <p>19 <b>A</b> Yes.</p> <p>20 <b>Q</b> And what is the answer?</p> <p>21 <b>A</b> Yes.</p> <p>22 <b>Q</b> All right. And did you also conclude</p> <p>23 <b>independently that the Dasher was on a Dash?</b></p> <p>24 <b>A</b> Yes.</p> <p>25 <b>Q</b> All right. And that Dasher was Alexis</p>	137	<p>1 <b>right-hand columns, that Ms. Odom was actually</b></p> <p>2 <b>delivering something at the time of the accident,</b></p> <p>3 <b>because 6:03 and 19:31, 6:35 would have fallen</b></p> <p>4 <b>directly in between those, correct?</b></p> <p>5 <b>A</b> Correct.</p> <p>6 <b>Q</b> And so she was --</p> <p>7 <b>MR. SAFFLES:</b> Carl, Carl, just to clarify</p> <p>8 <b>the record, I think you said that would be part</b></p> <p>9 <b>of Exhibit 7. I think you meant Exhibit 8.</b></p> <p>10 <b>MR. BRIGGS:</b> Exhibit 8.</p> <p>11 <b>MR. PIERCE:</b> I'm sorry. You're right.</p> <p>12 <b>Thanks for correcting me. Exhibit 8.</b></p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q</b> And so sitting here today, your conclusion</p> <p>15 <b>is, as it was then, that Ms. Odom was delivering and</b></p> <p>16 <b>on a Dash at the time of this accident, correct?</b></p> <p>17 <b>A</b> Correct.</p> <p>18 <b>Q</b> And you are 100 percent sure, as I am,</p> <p>19 <b>that Ms. Clementi was on the actual chain when this</b></p> <p>20 <b>was communicated, correct? Do you see her name up</b></p> <p>21 <b>there with phone number and extension and</b></p> <p>22 <b>everything?</b></p> <p>23 <b>MR. SAFFLES:</b> She wasn't on the chain,</p> <p>24 <b>Carl. Just to clarify, she's not on the chain.</b></p> <p>25 <b>MR. PIERCE:</b> She's on the -- she's</p>

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ELECTRONICALLY FILED - 2025 Apr 22 10:28 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1001595

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<p style="text-align: right;">138</p> <p>1 referenced above. How about that?</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q And I don't know if you know whether she's</b></p> <p>4 <b>on the chain with all these big string sites as</b></p> <p>5 <b>well. She was on there, correct?</b></p> <p>6 A Yeah. I see her listed in the -- yes. I</p> <p>7 see her listed in the body of the email. I don't</p> <p>8 see her listed in the sent to list.</p> <p>9 <b>Q The second one?</b></p> <p>10 A Yeah. I see --</p> <p>11 <b>Q Do you know who's included in all these</b></p> <p>12 <b>strings where these big groups are included?</b></p> <p>13 A I don't.</p> <p>14 MR. PIERCE: All right. Let's go to the</p> <p>15 next number. Let's mark this as Exhibit 9.</p> <p>16 (Plaintiff's Exhibit 9, 3/23/20</p> <p>17 Letter to Pierce Sloan from Clementi</p> <p>18 [VOY 121-123], was marked for</p> <p>19 identification.)</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q You see this is Ms. Clementi writes a</b></p> <p>22 <b>letter to our law firm on March 23rd, 2020? You see</b></p> <p>23 <b>that as Exhibit 9?</b></p> <p>24 A I don't see who it's from yet. I think we</p> <p>25 have to -- yeah, I see the date.</p>	<p style="text-align: right;">140</p> <p>1 A It was -- I only just reviewed it within</p> <p>2 the last week. I see the date, the original date,</p> <p>3 yes.</p> <p>4 <b>Q All right. Let's go back -- let's go to</b></p> <p>5 <b>the next page. All right. It purports to say, and</b></p> <p>6 <b>it's copied to DoorDash, Inc. -- well, first of all,</b></p> <p>7 <b>let me ask you this. It says that it was sent to</b></p> <p>8 <b>Ms. Odom, right? You see the body of that earlier</b></p> <p>9 <b>letter, the first page of it?</b></p> <p>10 MR. PIERCE: I'm going to mark this as ten</p> <p>11 now, the March 23rd enclosure, 2020, addressed</p> <p>12 to Alexis, as Plaintiff's Exhibit 10.</p> <p>13 (Plaintiff's Exhibit 10, 11/11/22</p> <p>14 Letter to Odom from Voyager [VOY 79-87],</p> <p>15 was marked for identification.)</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Nine purports to enclose Exhibit 10, okay.</b></p> <p>18 <b>Do you see that?</b></p> <p>19 A I do see: "Dear Alexis Odom," yes.</p> <p>20 <b>Q All right. All right. Do you know</b></p> <p>21 <b>whether it was actually sent to Alexis Odom?</b></p> <p>22 A I don't. It's coming --</p> <p>23 <b>Q I'm sorry.</b></p> <p>24 A It's coming from Voyager. It wasn't sent</p> <p>25 by DoorDash. I can't confirm that.</p>
<p style="text-align: right;">139</p> <p>1 <b>Q Ms. Clementi.</b></p> <p>2 A Yeah.</p> <p>3 <b>Q She's your insurance representative, I</b></p> <p>4 <b>believe, that is, DoorDash's. Do you see she writes</b></p> <p>5 <b>a letter where she is enclosing a letter purportedly</b></p> <p>6 <b>sent to Alexis Odom? Okay. Do you see that?</b></p> <p>7 A Yes.</p> <p>8 <b>Q All right. And she says she copied</b></p> <p>9 <b>DoorDash. Did you find this letter in DoorDash's</b></p> <p>10 <b>material?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 Carl, you're talking about material</p> <p>14 related to the case or broadly?</p> <p>15 MR. PIERCE: Yeah.</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q I'm sorry. Let me perfectly form a</b></p> <p>18 <b>question for you, Mr. Spencer. Did you find this --</b></p> <p>19 <b>in getting ready for your 30(b)(6) deposition, did</b></p> <p>20 <b>you review this as the information regarding this</b></p> <p>21 <b>claim?</b></p> <p>22 A Yes. I believe I remember reviewing this.</p> <p>23 <b>Q Okay. So it was in the possession of</b></p> <p>24 <b>DoorDash, Inc. on or about March of 2020. Do you</b></p> <p>25 <b>see that?</b></p>	<p style="text-align: right;">141</p> <p>1 <b>Q All right. But Voyager was acting as an</b></p> <p>2 <b>agent for DoorDash. They're a hired, retained</b></p> <p>3 <b>insurance representative, correct?</b></p> <p>4 MR. SAFFLES: Object to form. You may</p> <p>5 answer.</p> <p>6 THE WITNESS: They are an insurance</p> <p>7 carrier for DoorDash.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q And they were speaking on behalf of</b></p> <p>10 <b>DoorDash about whether this was a covered claim,</b></p> <p>11 <b>were they not?</b></p> <p>12 MR. SAFFLES: Object to form. You may</p> <p>13 answer.</p> <p>14 THE WITNESS: I don't know, speaking on</p> <p>15 behalf of DoorDash. I mean, ultimately, it's</p> <p>16 Assurant that makes, you know, coverage</p> <p>17 decisions. It wasn't DoorDash's decision here.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q Well, they make the coverage decision, but</b></p> <p>20 <b>you have a contract with them about what's covered</b></p> <p>21 <b>and what's not, correct?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: Not that I've seen, but --</p> <p>25 BY MR. PIERCE:</p>



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<p style="text-align: right;">142</p> <p>1     <b>Q</b>   Okay. Well, we'll get there. We'll get 2   there. All right. With regard to that -- all 3   right. So with regard to that, you see -- let me 4   strike that. 5         You see that DoorDash purports that they 6   sent it to Alexis Odom. Sitting here today, do you 7   know whether Ms. Odom testified under oath that she 8   never saw this letter? 9         MR. SAFFLES: Object to form. DoorDash 10   didn't send it. 11   BY MR. PIERCE: 12     <b>Q</b>   Well, would you agree with me that the 13   insurance carrier, a representative of DoorDash, 14   sent this letter? 15         MR. SAFFLES: Object to form. You may 16   answer. 17         THE WITNESS: I agree that the insurance 18   carrier sent their coverage decision. 19   BY MR. PIERCE: 20     <b>Q</b>   And would you agree with me that they were 21   a representative of DoorDash's -- of DoorDash when 22   they were doing that? 23         MR. SAFFLES: Object to form. You may 24   answer. 25   BY MR. PIERCE:</p>	<p style="text-align: right;">144</p> <p>1         that sentence. 2   BY MR. PIERCE: 3     <b>Q</b>   Okay. All right. All right. Well, 4   again, that's why it's an issue of fact for the 5   jury. That's fine. Let's move forward, all right. 6   So going to the actual -- 7         MR. PIERCE: Let's go back to the letter. 8         Move that one in. 9   BY MR. PIERCE: 10    <b>Q</b>   Let's go back to this March 23rd, 2020, 11   letter, which is the second numbered exhibit. 12         MR. PIERCE: What number did I put that 13   on? 14         MR. BRIGGS: This is ten. 15   BY MR. PIERCE: 16    <b>Q</b>   Ten. Looking at Plaintiff's Exhibit 10, 17   the insurance representative from DoorDash stated 18   that: "We have completed our review of your claim. 19   Our investigation indicates you were not active 20   during the coverage when the loss occurred." Is 21   that true or false? 22         MR. SAFFLES: Object to form. You may 23   answer. 24   BY MR. PIERCE: 25    <b>Q</b>   You can answer, Mr. Spencer. Is that a</p>
<p style="text-align: right;">143</p> <p>1     <b>Q</b>   You can answer. 2     A   They were -- they were our insurance 3   carrier, our partner. 4     <b>Q</b>   And they're representing you, correct? 5         MR. SAFFLES: Object to form. Asked and 6   answered. You may answer. 7         THE WITNESS: I don't know. I don't know. 8         MR. PIERCE: All right. Let's put this 9   one up. Have you got it in here? 10   BY MR. PIERCE: 11    <b>Q</b>   All right. Please read this with me, 12   Mr. Spencer. This is 11? 13     A   It's already in there. 14    <b>Q</b>   It's already in there as part of which? 15     A   It's Exhibit 8. 16    <b>Q</b>   It's part of Exhibit 8. It says -- this 17   is from DoorDash -- "Please wait three to seven 18   business days, and a representative from DoorDash's 19   insurance carrier will be in touch shortly." 20         So is it your testimony that Voyager or 21   Assurant was not your representative when you 22   represented that, in fact, in a communication? 23         MR. SAFFLES: Object to form. You may 24   answer. 25         THE WITNESS: That's not how I interpret</p>	<p style="text-align: right;">145</p> <p>1   true or false statement? 2     A   Sorry, your question, or what is being 3   stated in the letter? 4     <b>Q</b>   Is what's stated in the letter, that 5   Ms. Odom was not active during the term of the 6   coverage, true or false? 7     A   Our records indicate Ms. Odom was on an 8   active delivery. 9     <b>Q</b>   And your records predate this March 23, 10   2020, letter, correct? 11    A   Correct. 12    <b>Q</b>   And when DoorDash received this letter, 13   what, if anything, did it do about it? 14         MR. SAFFLES: Object to form. You may 15   answer. 16         THE WITNESS: I'm not aware of what would 17   have been done. Assurant made the coverage 18   decision, and I don't know -- you know, once 19   that decision has been made, I don't know 20   DoorDash's involvement at that point. 21   BY MR. PIERCE: 22    <b>Q</b>   Well, so you investigated, you looked, you 23   were required under court order and these rules to 24   look. Can you find anything that DoorDash did when 25   a factually inaccurate statement was made by its</p>

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146	<p>1 insurance representative?</p> <p>2 MR. SAFFLES: Object to form. You may</p> <p>3 answer.</p> <p>4 THE WITNESS: I don't -- I can't even</p> <p>5 confirm that DoorDash received this. It was</p> <p>6 addressed to Ms. Odom.</p> <p>7 BY MR. PIERCE:</p> <p>8 <b>Q Let's pull it up. You see it says it was</b></p> <p>9 <b>CCed to DoorDash, Inc.?</b></p> <p>10 A Yes.</p> <p>11 <b>Q So would it be fair to say that you've</b></p> <p>12 <b>looked at the DoorDash records and not found this</b></p> <p>13 <b>document?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: No. I did review this</p> <p>17 document as part of preparation for this</p> <p>18 deposition. It's the first time aware of it.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q So would it be fair to say that DoorDash</b></p> <p>21 <b>did nothing to correct that inaccurate statement</b></p> <p>22 <b>made by its insurance representative?</b></p> <p>23 MR. SAFFLES: Object to form. You may</p> <p>24 answer.</p> <p>25 THE WITNESS: I'm not aware of any</p>
147	<p>1 conversations between DoorDash and its</p> <p>2 insurance carrier at the time this letter was</p> <p>3 sent.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q Are you aware of any communications</b></p> <p>6 <b>between DoorDash and its insurance representative at</b></p> <p>7 <b>any time in the year following this statement?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: No.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q Are you aware of any communications</b></p> <p>13 <b>between DoorDash and Ms. Odom about the</b></p> <p>14 <b>representations made in this letter, 11 -- I mean</b></p> <p>15 <b>March 23rd, 2020?</b></p> <p>16 A No.</p> <p>17 <b>Q If DoorDash had reviewed this letter and</b></p> <p>18 <b>been factually accurate, it would have corrected the</b></p> <p>19 <b>representation made in the second sentence, correct?</b></p> <p>20 MR. SAFFLES: Object to form. You may</p> <p>21 answer.</p> <p>22 THE WITNESS: I don't know the process of</p> <p>23 communicating inaccuracies to the insurance</p> <p>24 carrier. I don't know that process.</p> <p>25 BY MR. PIERCE:</p>
148	<p>1 <b>Q All right. My question is this is an</b></p> <p>2 <b>inaccurate statement that's being sent to a person</b></p> <p>3 <b>that's injured by a DoorDash Dasher involving a</b></p> <p>4 <b>million dollars in insurance coverage, and there's</b></p> <p>5 <b>no procedure or process that you're aware of, as a</b></p> <p>6 <b>30(b)(6) representative of DoorDash, to correct this</b></p> <p>7 <b>inaccurate statement?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: I'm not aware of the process</p> <p>11 to correct inaccurate information.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q Well, I mean, you would agree with me, as</b></p> <p>14 <b>a DoorDash representative, that there should be a</b></p> <p>15 <b>procedure or practice to correct inaccurate</b></p> <p>16 <b>representation, correct?</b></p> <p>17 MR. SAFFLES: Object to form. You may</p> <p>18 answer.</p> <p>19 THE WITNESS: There is a procedure in</p> <p>20 place to ensure that DoorDash's insurance</p> <p>21 carrier receives accurate information up front</p> <p>22 prior to their -- so that it may be taken into</p> <p>23 consideration during their investigation.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q As far as you can see, DoorDash provided</b></p>
149	<p>1 <b>accurate information to the insurance carrier,</b></p> <p>2 <b>correct?</b></p> <p>3 A Yes.</p> <p>4 <b>Q They said that Ms. Odom was on a Dash, and</b></p> <p>5 <b>it was a covered claim, to the insurance</b></p> <p>6 <b>representative, correct?</b></p> <p>7 MR. SAFFLES: Object to form. You may</p> <p>8 answer.</p> <p>9 THE WITNESS: I see that it was stated</p> <p>10 that Ms. Odom was on an active Dash. There was</p> <p>11 no coverage determination.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q Well, let's assume that that is the</b></p> <p>14 <b>coverage determination, whether someone is on an</b></p> <p>15 <b>active Dash or not. And you're supposed to know</b></p> <p>16 <b>that, by the way, as a 30(b)(6) representative, and</b></p> <p>17 <b>you don't know whether -- sitting here today, you</b></p> <p>18 <b>don't know what determines the coverage, whether</b></p> <p>19 <b>you're on an active Dash or not?</b></p> <p>20 MR. SAFFLES: Object to form, and that's</p> <p>21 not one of the topics covered. You don't have</p> <p>22 to answer that.</p> <p>23 MR. PIERCE: It absolutely is, and I</p> <p>24 promise you --</p> <p>25 MR. SAFFLES: No, it's not.</p>

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<p>150</p> <p>1 MR. PIERCE: -- I'm going to --</p> <p>2 MR. SAFFLES: No, it's not.</p> <p>3 MR. PIERCE: I am going to take that right</p> <p>4 to the judge.</p> <p>5 MR. SAFFLES: No, it's not.</p> <p>6 MR. PIERCE: It is, absolutely.</p> <p>7 MR. SAFFLES: No, it's not. Plus you're</p> <p>8 badgering the witness at this point. You're</p> <p>9 just being argumentative. He's answered your</p> <p>10 question.</p> <p>11 MR. PIERCE: I'm not badgering anybody.</p> <p>12 He's in -- he's in California. I'm sitting in</p> <p>13 Charleston. I ain't badgering anybody,</p> <p>14 Mr. Saffles. He's a pearl-clutching witness.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q Now, let me ask you this, Mr. Spencer:</b></p> <p>17 <b>With regard to that, you don't know, sitting here</b></p> <p>18 <b>under oath, and after being deposed 15 times as a</b></p> <p>19 <b>30(b)(6) witness, that the coverage determination is</b></p> <p>20 <b>made based on whether you're on an active Dash or</b></p> <p>21 <b>not? You don't know that?</b></p> <p>22 MR. SAFFLES: Object to form. Asked and</p> <p>23 answered. Outside the scope. Don't answer it.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q You don't know that?</b></p>	<p>152</p> <p>1 record's clear, then, Mr. Saffles. I promise</p> <p>2 you it will be a lot less painful and less</p> <p>3 costly to DoorDash if you'd just let me ask the</p> <p>4 question, okay.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q All right, Mr. Spencer. You know that</b></p> <p>7 <b>coverage is determined based on whether someone's on</b></p> <p>8 <b>an active Dash, do you not?</b></p> <p>9 MR. SAFFLES: Object to form. Outside the</p> <p>10 scope. Asked and answered. Go ahead,</p> <p>11 Mr. Spencer, and give your answer again.</p> <p>12 THE WITNESS: DoorDash never makes</p> <p>13 coverage decisions. It ultimately comes down</p> <p>14 to the insurance carrier.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q You agree with me they're representing</b></p> <p>17 <b>you, correct?</b></p> <p>18 MR. SAFFLES: Object to form. Asked and</p> <p>19 answered multiple times.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Let me ask it this way. Going back to</b></p> <p>22 <b>Number 10 or 11 --</b></p> <p>23 MR. PIERCE: Which one is it with the</p> <p>24 question whether they were on an active Dash?</p> <p>25 All right. There you go. That's the one I</p>
<p>151</p> <p>1 MR. SAFFLES: Don't answer, Mr. Spencer.</p> <p>2 It's outside the scope, Carl. Move on.</p> <p>3 MR. PIERCE: You're instructing this</p> <p>4 witness not to answer that question?</p> <p>5 MR. SAFFLES: Yes. It's outside the</p> <p>6 scope. If you want to show me the topic on</p> <p>7 here that shows that he's had to make coverage</p> <p>8 decisions. No, no. 22 is all insurance</p> <p>9 policies. We've produced the policies. It</p> <p>10 doesn't say that he needs -- show me where it</p> <p>11 says coverage. Show me where it says coverage</p> <p>12 in there.</p> <p>13 MR. PIERCE: Look at Number 28. The</p> <p>14 relationship, business history --</p> <p>15 MR. SAFFLES: Relationship. That's not</p> <p>16 coverage. That's not coverage.</p> <p>17 MR. PIERCE: Agreements between DoorDash,</p> <p>18 Assurant Insurance Agency, Voyager, and Global</p> <p>19 P&amp;C Claims. I am going to move for cause if</p> <p>20 you don't let this witness answer that. I'm</p> <p>21 giving you fair warning.</p> <p>22 MR. SAFFLES: Okay. Well, he's already</p> <p>23 answered he doesn't know. You've asked him</p> <p>24 that question three or four times.</p> <p>25 MR. PIERCE: Well, I want to make sure the</p>	<p>153</p> <p>1 want.</p> <p>2 MR. BRIGGS: Eight.</p> <p>3 MR. PIERCE: No. That was it right there.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q You see the second question -- actually,</b></p> <p>6 <b>it's the first real question: "Was Dasher on a</b></p> <p>7 <b>Dash?" Do you know why that would be the very first</b></p> <p>8 <b>question on the Dasher auto claim if it did not</b></p> <p>9 <b>involve a determination of coverage, Mr. Spencer?</b></p> <p>10 MR. SAFFLES: Object to form. You may</p> <p>11 answer.</p> <p>12 THE WITNESS: I'm not -- I'm not saying</p> <p>13 that it wouldn't possibly go into their</p> <p>14 coverage decision. I'm not saying that.</p> <p>15 MR. PIERCE: Let's go -- I've got to take</p> <p>16 a quick break. Sorry. Be right back.</p> <p>17 MR. SAFFLES: What time? What time do we</p> <p>18 need to be back?</p> <p>19 MR. PIERCE: Let's do ten minutes, 20</p> <p>20 'til, 25 -- 20 'til.</p> <p>21 THE VIDEOGRAPHER: We're going off the</p> <p>22 record. The time is now 3:22.</p> <p>23 (A recess transpired.)</p> <p>24 THE VIDEOGRAPHER: We're going back on the</p> <p>25 record. The time is now 3:40.</p>

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<p style="text-align: right;">154</p> <p>1 BY MR. PIERCE: 2 <b>Q Mr. Spencer, let's go back to Exhibit 10</b> 3 <b>(sic), the second page.</b> 4 <b>And before we do that, you would agree</b> 5 <b>with me that you didn't speak to any of the</b> 6 <b>substance of your testimony with any of these fine</b> 7 <b>lawyers representing DoorDash, did you?</b> 8 A Correct. 9 <b>Q All right. On the second page, let's look</b> 10 <b>at the representations made by your insurance</b> 11 <b>representative, and copied to you at DoorDash was</b> 12 <b>the following: "Under Section V - Definitions, the</b> 13 <b>following is added to the definition of terms of</b> 14 <b>coverage: For any food delivery operator, the term</b> 15 <b>of coverage begins at the time the food delivery</b> 16 <b>operator accepts a food delivery request made</b> 17 <b>through a food delivery application and begins</b> 18 <b>operating a covered auto for food delivery. The</b> 19 <b>term of coverage ends when the food delivery</b> 20 <b>operator has completed the delivery request made</b> 21 <b>through the food delivery application." Did I read</b> 22 <b>that correctly?</b> 23 A Yes. 24 <b>Q And is that what you understand the</b> 25 <b>portion of the insurance contract that determines</b></p>	<p style="text-align: right;">156</p> <p>1 THE WITNESS: I don't. Again, I don't 2 recall seeing this until just now. 3 BY MR. PIERCE: 4 <b>Q All right. Okay. And that's very</b> 5 <b>interesting, Mr. Spencer, because as I just</b> 6 <b>represented to you, the representative of -- I mean,</b> 7 <b>Ms. Odom, your DoorDasher, said that she didn't get</b> 8 <b>this letter, so what I now understand it to be is</b> 9 <b>that in all likelihood, DoorDash, Inc. did not get</b> 10 <b>it either. Is that correct?</b> 11 MR. SAFFLES: Object to form. You may 12 answer. 13 THE WITNESS: I don't know. 14 BY MR. PIERCE: 15 <b>Q All right. So sitting here today, you --</b> 16 <b>when you did your review based on the topic areas</b> 17 <b>and based on the actual court order that made those</b> 18 <b>topic areas subject to a court order, you did not</b> 19 <b>find this in the DoorDash records, as far as you</b> 20 <b>know?</b> 21 MR. SAFFLES: Object to form. You may 22 answer. 23 THE WITNESS: Not personally. I don't 24 know where this was found. 25 BY MR. PIERCE:</p>
<p style="text-align: right;">155</p> <p>1 <b>whether an event is covered by the insurance policy</b> 2 <b>that is sold by Assurant and Voyager to DoorDash?</b> 3 MR. SAFFLES: Object to form. You may 4 answer. 5 THE WITNESS: I don't recall seeing this 6 before, but I'm seeing it now, and that's what 7 it states. 8 BY MR. PIERCE: 9 <b>Q All right. And when you say you didn't</b> 10 <b>see it before, what do you mean by that?</b> 11 A I don't recall reviewing this before you 12 showing it to me now. 13 <b>Q Before I showed it to you today, you</b> 14 <b>hadn't seen it?</b> 15 A I don't recall seeing this, no. 16 <b>Q All right. I thought earlier you</b> 17 <b>testified it was in the records of DoorDash.</b> 18 A If I reviewed it, I don't recall. 19 <b>Q All right. And that's an interesting</b> 20 <b>point and one I was going to explore a little</b> 21 <b>further. I don't see a DoorDash Bates Number on</b> 22 <b>this document. Do you know whether Assurant</b> 23 <b>actually sent this turndown letter to DoorDash?</b> 24 MR. SAFFLES: Object to form. You may 25 answer.</p>	<p style="text-align: right;">157</p> <p>1 <b>Q So it has at the bottom of Number 10 a</b> 2 <b>Voyager Bates number, that it came from their</b> 3 <b>records. It also was sent to us here at</b> 4 <b>Pierce Sloan. Do you know whether, in fact,</b> 5 <b>DoorDash ever received it?</b> 6 MR. SAFFLES: Object to form. You may 7 answer. 8 THE WITNESS: I don't know. 9 BY MR. PIERCE: 10 <b>Q Okay. Let's take a minute and explore</b> 11 <b>that. If the insurance representative never sent</b> 12 <b>this to the Dasher, Ms. Odom, and never sent this to</b> 13 <b>DoorDash, but only sent it to the representative of</b> 14 <b>the injured party, our law firm, is that a</b> 15 <b>misrepresentation?</b> 16 MR. SAFFLES: Object to form. 17 THE WITNESS: I see the letter addressed 18 to Ms. Odom that we previously looked at. I 19 don't -- I can't attest to whether Ms. Odom 20 received that or not. I don't know. 21 BY MR. PIERCE: 22 <b>Q And it doesn't look like, based on your</b> 23 <b>duties and responsibilities as a 30(b)(6) witness,</b> 24 <b>that DoorDash got it either, does it?</b> 25 MR. SAFFLES: Object to form. You may</p>

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41 (Pages 158 to 161)

158	<p>1 answer.</p> <p>2 THE WITNESS: I don't know if this was</p> <p>3 received by DoorDash at the time.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q Does that trouble you?</b></p> <p>6 MR. SAFFLES: Object to form. I mean,</p> <p>7 he's here on behalf of the corporate rep</p> <p>8 deposition. Whether he's troubled by it, I</p> <p>9 don't see how that's appropriate.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q That's a fair question. Does it trouble</b></p> <p>12 <b>you? I'll make it relevant in just a second. Does</b></p> <p>13 <b>that trouble you?</b></p> <p>14 MR. SAFFLES: Object to form. You may</p> <p>15 answer.</p> <p>16 THE WITNESS: I mean, given that DoorDash</p> <p>17 is CCed on the document, I would assume that it</p> <p>18 would have been sent.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q But you can't find it in the DoorDash</b></p> <p>21 <b>records, can you?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: I don't know.</p> <p>25 BY MR. PIERCE:</p>
159	<p>1 <b>Q Let me ask you this. Remember when I</b></p> <p>2 <b>asked you about the code of conduct? It's one of</b></p> <p>3 <b>the exhibits to the deposition. Let's pull it back</b></p> <p>4 <b>up. When it said that they had completed their</b></p> <p>5 <b>investigation, on Page 1, and Ms. Odom was not</b></p> <p>6 <b>active, if they didn't send this letter to DoorDash,</b></p> <p>7 <b>nor to Ms. Odom, then no one that knows that that is</b></p> <p>8 <b>an inaccurate statement would have gotten the</b></p> <p>9 <b>letter, correct, because the only two that would</b></p> <p>10 <b>have known that she was on an active Dash, based on</b></p> <p>11 <b>your earlier sworn testimony, was DoorDash, from its</b></p> <p>12 <b>records, and Ms. Odom, the Dasher. Is that fair?</b></p> <p>13 MR. SAFFLES: Object to form. You may</p> <p>14 answer.</p> <p>15 THE WITNESS: Sorry. Can you repeat that?</p> <p>16 BY MR. PIERCE:</p> <p>17 <b>Q Yes. I mean, you told me earlier, when I</b></p> <p>18 <b>asked you several pointed questions, that -- and</b></p> <p>19 <b>tried to establish that DoorDash knew she was on an</b></p> <p>20 <b>active delivery that yes, DoorDash did know that,</b></p> <p>21 <b>and when I drilled down on that and asked you</b></p> <p>22 <b>whether they were the only ones, you made the really</b></p> <p>23 <b>good point that no, Ms. Odom would have known as</b></p> <p>24 <b>well. Do you remember making that point to me?</b></p> <p>25 A Yes.</p>
160	<p>1 <b>Q All right. So my question to you is if</b></p> <p>2 <b>Voyager sent -- purported to send Alexis Odom a copy</b></p> <p>3 <b>and purported to send it to DoorDash, Inc., but</b></p> <p>4 <b>certainly did send it to Pierce Sloan, and in fact,</b></p> <p>5 <b>sent it to neither Alexis or DoorDash, then the only</b></p> <p>6 <b>person that could have corrected the statement of</b></p> <p>7 <b>Voyager would have -- would be -- have been</b></p> <p>8 <b>intentionally left off this communication, correct?</b></p> <p>9 MR. SAFFLES: Object to form. You may</p> <p>10 answer.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q I mean, who else would know the truth if</b></p> <p>13 <b>it wasn't for Ms. Odom and DoorDash?</b></p> <p>14 A Only -- only Ms. Odom and DoorDash would</p> <p>15 be able to confirm that she was on an active Dash at</p> <p>16 the time of the accident.</p> <p>17 <b>Q That's well said. Thank you so much.</b></p> <p>18 <b>And when -- on Exhibit 10, when -- on the</b></p> <p>19 <b>first sentence, when it says: "We have completed</b></p> <p>20 <b>our review of your claim. Our investigation</b></p> <p>21 <b>indicates you were not active during the term of</b></p> <p>22 <b>coverage when the loss occurred," again, that is an</b></p> <p>23 <b>inaccurate factual statement, correct?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>
161	<p>1 THE WITNESS: DoorDash's records indicate</p> <p>2 Ms. Odom was on an active delivery.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q You would expect someone representing an</b></p> <p>5 <b>injured party to receive this and have learned that</b></p> <p>6 <b>an insurance company, who had access to both</b></p> <p>7 <b>Ms. Odom and to DoorDash, had completed an</b></p> <p>8 <b>investigation and had determined that she was not</b></p> <p>9 <b>Dashing, and there was no applicable insurance</b></p> <p>10 <b>coverage. Is that fair enough?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q That was the purpose of the letter, wasn't</b></p> <p>15 <b>it, Mr. Spencer, to inform the attorney representing</b></p> <p>16 <b>Ms. Saunier, and in fact, Ms. Saunier, that there</b></p> <p>17 <b>was no insurance coverage available from DoorDash</b></p> <p>18 <b>for this because it was not an active delivery of</b></p> <p>19 <b>food at the time of the impact. That was the whole</b></p> <p>20 <b>purpose, right?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: Yes. It appears the purpose</p> <p>24 is the insurance carrier made a determination</p> <p>25 that there was no coverage.</p>

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<p style="text-align: right;">162</p> <p>1 BY MR. PIERCE:</p> <p>2 <b>Q And they wanted to communicate that to the</b></p> <p>3 <b>law firm and to Ms. Saunier that that was the case,</b></p> <p>4 <b>correct?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: Correct.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q All right. Let's go back to the code of</b></p> <p>10 <b>conduct for a minute. Based on the documents, if</b></p> <p>11 <b>DoorDash had received this communication, you would</b></p> <p>12 <b>have expected DoorDash to correct the</b></p> <p>13 <b>misrepresentation, wouldn't you?</b></p> <p>14 MR. SAFFLES: Object to form.</p> <p>15 THE WITNESS: Again, I don't know what the</p> <p>16 communications would have looked like between</p> <p>17 DoorDash and its insurance carrier.</p> <p>18 Ultimately, the coverage decision is that of</p> <p>19 the insurance carrier.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q Well, DoorDash buys the insurance, and it</b></p> <p>22 <b>is designed to both protect DoorDash and also to</b></p> <p>23 <b>protect folks that are injured by DoorDash Dashers</b></p> <p>24 <b>who are in the course and scope of delivering the</b></p> <p>25 <b>actual food, correct?</b></p>	<p style="text-align: right;">164</p> <p>1 <b>can't find this letter in the file, and you're</b></p> <p>2 <b>charged with looking for it, and you also can't find</b></p> <p>3 <b>any reaction to the letter, do you draw the</b></p> <p>4 <b>conclusion that DoorDash did not receive the letter</b></p> <p>5 <b>or that they could have possibly received the letter</b></p> <p>6 <b>and just ignored it? What is your conclusion as the</b></p> <p>7 <b>representative of DoorDash?</b></p> <p>8 MR. SAFFLES: Object to form. You may</p> <p>9 answer.</p> <p>10 THE WITNESS: I can't -- I don't know. I</p> <p>11 don't know if it was received by DoorDash or</p> <p>12 what was done with it. I don't know.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q Is there a procedure for when an -- at</b></p> <p>15 <b>DoorDash, when a communication is received from the</b></p> <p>16 <b>insurance company, of circulating, as this coverage</b></p> <p>17 <b>determination was, to multiple individuals, or does</b></p> <p>18 <b>it just go into a filing cabinet somewhere?</b></p> <p>19 MR. SAFFLES: Object to form. You may</p> <p>20 answer.</p> <p>21 THE WITNESS: I'm not aware of the</p> <p>22 procedure.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q So sitting here today as the</b></p> <p>25 <b>representative of DoorDash, you can't tell me what</b></p>
<p style="text-align: right;">163</p> <p>1 MR. SAFFLES: Object to form. You may</p> <p>2 answer.</p> <p>3 THE WITNESS: Yes, to protect anyone</p> <p>4 injured involving the DoorDash platform.</p> <p>5 BY MR. PIERCE:</p> <p>6 <b>Q And also to protect DoorDash from</b></p> <p>7 <b>liability up to the limits of the coverage too,</b></p> <p>8 <b>right?</b></p> <p>9 A Yes.</p> <p>10 <b>Q Based on your review of the records at</b></p> <p>11 <b>DoorDash, the only communication that this insurance</b></p> <p>12 <b>company received was ones which indicated that it</b></p> <p>13 <b>was an active delivery at the time of the wreck,</b></p> <p>14 <b>correct?</b></p> <p>15 MR. SAFFLES: Object to form.</p> <p>16 THE WITNESS: As far as what I've seen,</p> <p>17 yes.</p> <p>18 BY MR. PIERCE:</p> <p>19 <b>Q You wouldn't want a misrepresentation to</b></p> <p>20 <b>be made on behalf of DoorDash, would you?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: No.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q Okay. So my question is this: If you</b></p>	<p style="text-align: right;">165</p> <p>1 <b>the procedures are when someone -- Assurant sends</b></p> <p>2 <b>out a denial of coverage letter and purportedly</b></p> <p>3 <b>copies DoorDash with it? You don't know the</b></p> <p>4 <b>procedure?</b></p> <p>5 MR. SAFFLES: Object to form. You may</p> <p>6 answer.</p> <p>7 THE WITNESS: I don't.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Based on the -- representation made about</b></p> <p>10 <b>the coverage to Ms. Saunier and to her counsel were</b></p> <p>11 <b>dishonest?</b></p> <p>12 MR. SAFFLES: Object to form.</p> <p>13 THE WITNESS: Can you repeat that? I</p> <p>14 think it muted in the middle of your question.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q Yeah. So based on the documents we have</b></p> <p>17 <b>reviewed, this document and others, that the</b></p> <p>18 <b>representation made by Ms. Clementi, on behalf of</b></p> <p>19 <b>Assurant, purporting to be the representative of</b></p> <p>20 <b>DoorDash, to Ms. Saunier and her counsel was</b></p> <p>21 <b>dishonest, correct?</b></p> <p>22 MR. SAFFLES: Object to form. You may</p> <p>23 answer.</p> <p>24 THE WITNESS: DoorDash's records indicate</p> <p>25 Ms. Odom was on an active Dash, so yeah, that</p>

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166	<p>1 statement seems inaccurate.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q And dishonest, correct?</b></p> <p>4 MR. SAFFLES: Object to form.</p> <p>5 THE WITNESS: I can't speak to the intent.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q Well, let me ask you this: If the purpose</b></p> <p>8 <b>of this letter was deny a million dollars in</b></p> <p>9 <b>insurance coverage to a severely injured person such</b></p> <p>10 <b>as Ms. Saunier, you would agree with me that it has</b></p> <p>11 <b>potentially very harmful effects to someone,</b></p> <p>12 <b>correct?</b></p> <p>13 MR. SAFFLES: Object to form.</p> <p>14 THE WITNESS: I don't make -- I don't make</p> <p>15 the insurance -- I don't make the coverage</p> <p>16 decisions. No one at DoorDash does. If it</p> <p>17 was -- if it was an intentional lie, then I</p> <p>18 agree that's dishonest, but I wasn't involved</p> <p>19 in making the coverage decision.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q All right. Let me ask it this way,</b></p> <p>22 <b>Mr. Spencer: Do you see any communication, based on</b></p> <p>23 <b>your investigation of this claim, that indicates</b></p> <p>24 <b>that anyone at Voyager was told by DoorDash that</b></p> <p>25 <b>this was not an active delivery at the time of the</b></p>	168	<p>1 <b>everything you see here indicates that at least</b></p> <p>2 <b>Assurant, if not DoorDash, because you can't find</b></p> <p>3 <b>anything with DoorDash, would have consciously and</b></p> <p>4 <b>knowingly misrepresented the coverage to Ms. Saunier</b></p> <p>5 <b>and her counsel?</b></p> <p>6 MR. SAFFLES: Object to form.</p> <p>7 THE WITNESS: No. I can't -- I can't say</p> <p>8 that sitting here today.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q All right. Well, let me ask you this: Do</b></p> <p>11 <b>you have -- contrary to that, do you have any</b></p> <p>12 <b>exculpatory evidence, anything that would get</b></p> <p>13 <b>Voyager off the hook, that said that there was any</b></p> <p>14 <b>reasonable basis, based on what you see that</b></p> <p>15 <b>DoorDash told them, for them issuing a coverage</b></p> <p>16 <b>opinion based on the fact that she was not active,</b></p> <p>17 <b>anything that they can hang their hat on?</b></p> <p>18 MR. SAFFLES: Object to form. You may</p> <p>19 answer.</p> <p>20 THE WITNESS: Not that I'm aware of.</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q Okay. All right. So let's go to the</b></p> <p>23 <b>things that you're supposed to do as an employee of</b></p> <p>24 <b>DoorDash from Mr. Xu. So you, Mr. Spencer, should</b></p> <p>25 <b>always keep in mind the following questions to guide</b></p>
167	<p>1 <b>accident?</b></p> <p>2 A No.</p> <p>3 <b>Q So the only communication that Assurant</b></p> <p>4 <b>would have had from DoorDash, based on your review</b></p> <p>5 <b>of the documents, was that Ms. Odom was actively</b></p> <p>6 <b>delivering food at the time of the collision,</b></p> <p>7 <b>correct?</b></p> <p>8 MR. SAFFLES: Object to form.</p> <p>9 THE WITNESS: As far as I'm aware, yes.</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q All right. So if they then, without any</b></p> <p>12 <b>evidence, without any scintilla of evidence, no</b></p> <p>13 <b>calls, no texts, no communications from DoorDash or</b></p> <p>14 <b>Ms. Odom, conclude that, in fact, she was not</b></p> <p>15 <b>active, without any evidence, how can you draw any</b></p> <p>16 <b>conclusion other than it was a dishonest</b></p> <p>17 <b>representation?</b></p> <p>18 MR. SAFFLES: Object to form.</p> <p>19 THE WITNESS: I don't know. I wasn't</p> <p>20 involved in the insurance carrier's</p> <p>21 investigation.</p> <p>22 BY MR. PIERCE:</p> <p>23 <b>Q And again, you know, I think Mr. Xu</b></p> <p>24 <b>indicated that it's not just the letter, but the</b></p> <p>25 <b>spirit of the activity. Do you agree with me that</b></p>	169	<p>1 <b>your actions. Does it appear legal? Does this</b></p> <p>2 <b>representation that there was no coverage denying an</b></p> <p>3 <b>injured party of a million dollars in coverage</b></p> <p>4 <b>appear legal to you?</b></p> <p>5 MR. SAFFLES: Object to form.</p> <p>6 THE WITNESS: I can't speak on behalf of</p> <p>7 the insurance carrier or their decision.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q All right. But it doesn't appear legal</b></p> <p>10 <b>from DoorDash's perspective, does it?</b></p> <p>11 MR. SAFFLES: Object to form.</p> <p>12 THE WITNESS: I don't know.</p> <p>13 BY MR. PIERCE:</p> <p>14 <b>Q Would you agree with me that it is not</b></p> <p>15 <b>consistent with the spirit and letter of the code of</b></p> <p>16 <b>conduct of DoorDash to misrepresent insurance</b></p> <p>17 <b>coverage?</b></p> <p>18 MR. SAFFLES: Object to form.</p> <p>19 THE WITNESS: Maybe it's beside the point,</p> <p>20 but I don't know if this is directed at -- if</p> <p>21 this code of conduct is directed at the</p> <p>22 insurance carrier.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q It says it's directed to -- let me just</b></p> <p>25 <b>read it to you, who it applies to. "In addition, we</b></p>

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170	<p>1 expect anyone who works with us (including our</p> <p>2 Dashers, other contractors, consultants, merchants,</p> <p>3 vendors, suppliers, distributors, agents,</p> <p>4 representatives, and subcontractors)." I would</p> <p>5 think your represent -- and your answer as</p> <p>6 representative would be a representative agent under</p> <p>7 that code of conduct.</p> <p>8 Don't you think Mr. Xu intended that all</p> <p>9 his business activities and all the folks he dealt</p> <p>10 with would do things that were legal?</p> <p>11 MR. SAFFLES: Object to form.</p> <p>12 BY MR. PIERCE:</p> <p>13 Q Do you agree with that?</p> <p>14 A That appears to be the spirit of this.</p> <p>15 Q I agree with you, Mr. Spencer. The spirit</p> <p>16 of it is you do things that are fair, right, and</p> <p>17 just and honest, and when you write the</p> <p>18 representative of an injured -- severely injured</p> <p>19 person and tell them that there's no insurance</p> <p>20 coverage based on facts that only you have in your</p> <p>21 possession, only DoorDash and only Ms. Odom had in</p> <p>22 their possession, that there was an active delivery,</p> <p>23 that that is an intentional misrepresentation</p> <p>24 designed to save them \$750,000, correct?</p> <p>25 MR. SAFFLES: Object to form. Asked and</p>
171	<p>1 answered.</p> <p>2 THE WITNESS: I can't speak for the</p> <p>3 insurance carrier or their decisions.</p> <p>4 BY MR. PIERCE:</p> <p>5 Q Can you give me one fact that you've</p> <p>6 investigated on behalf of DoorDash that justifies</p> <p>7 this denial letter, one fact?</p> <p>8 MR. SAFFLES: Object to form. Asked and</p> <p>9 answered.</p> <p>10 MR. PIERCE: That's a different question.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q Give me one fact that this insurance</p> <p>13 company can rely on to deny this coverage based on</p> <p>14 the way they did it?</p> <p>15 MR. SAFFLES: You actually asked that</p> <p>16 question earlier in this line of questions, so</p> <p>17 it has been asked and answered, but I object</p> <p>18 again. Go ahead.</p> <p>19 THE WITNESS: No. DoorDash was not</p> <p>20 involved in the investigation or coverage</p> <p>21 decision.</p> <p>22 BY MR. PIERCE:</p> <p>23 Q That's not my question. My question is</p> <p>24 give me any facts that you see that would indicate</p> <p>25 that she was not on an active delivery.</p>
172	<p>1 MR. SAFFLES: Object to form.</p> <p>2 THE WITNESS: Our records indicate that</p> <p>3 she was.</p> <p>4 BY MR. PIERCE:</p> <p>5 Q And there's no facts that can lead to a</p> <p>6 different conclusion, is there?</p> <p>7 MR. SAFFLES: Object to form.</p> <p>8 THE WITNESS: Not that I'm aware of.</p> <p>9 BY MR. PIERCE:</p> <p>10 Q You would agree with me that that is</p> <p>11 inconsistent with the spirit and letter of the code</p> <p>12 of conduct as indicated by Mr. Xu?</p> <p>13 MR. SAFFLES: Object to form. Asked and</p> <p>14 answered.</p> <p>15 BY MR. PIERCE:</p> <p>16 Q You can answer.</p> <p>17 A If it was an intentional misrepresentation</p> <p>18 of the facts, then it wouldn't be in the spirit of</p> <p>19 that code of conduct.</p> <p>20 Q And you would agree with me that a</p> <p>21 misrepresentation such as this cannot be justified</p> <p>22 to the customers, coworkers, and family of DoorDash,</p> <p>23 Inc., correct?</p> <p>24 MR. SAFFLES: Object to form.</p> <p>25 You took the document down, by the way.</p>
173	<p>1 He can't see it.</p> <p>2 THE WITNESS: It would be -- yes. I mean,</p> <p>3 it would be hard to justify an intentional lie</p> <p>4 to your friends and family.</p> <p>5 BY MR. PIERCE:</p> <p>6 Q Would you feel comfortable reading that</p> <p>7 the insurance company of DoorDash was intentionally</p> <p>8 misrepresenting to people severely injured that they</p> <p>9 didn't have insurance coverage?</p> <p>10 MR. SAFFLES: Object to form.</p> <p>11 THE WITNESS: If that were the case, no, I</p> <p>12 wouldn't feel comfortable reading that.</p> <p>13 BY MR. PIERCE:</p> <p>14 Q Fair to say, based on documents you</p> <p>15 reviewed, if DoorDash received this letter, that it</p> <p>16 is not aware of DoorDash doing anything. Is that</p> <p>17 fair?</p> <p>18 MR. SAFFLES: Object to form. Asked and</p> <p>19 answered.</p> <p>20 THE WITNESS: Can you repeat that?</p> <p>21 BY MR. PIERCE:</p> <p>22 Q Yes. If DoorDash received this</p> <p>23 communication, this March 23rd, 2020, communication,</p> <p>24 that based on that, on what you've seen, that</p> <p>25 there's no evidence, if they received it, that they</p>

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<p style="text-align: right;">174</p> <p>1 <b>did anything, correct?</b></p> <p>2 MR. SAFFLES: Object to form.</p> <p>3 THE WITNESS: I'm not aware of any</p> <p>4 conversations between DoorDash and its</p> <p>5 insurance carrier to correct that statement.</p> <p>6 MR. PIERCE: Let's go to the</p> <p>7 November 11th, 2022, letter.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Just before we leave that, did you -- I</b></p> <p>10 <b>know you've testified to this, but I want to make</b></p> <p>11 <b>sure that it's in the record here. You didn't</b></p> <p>12 <b>contact Ms. Clementi and ask her what the basis of</b></p> <p>13 <b>this letter was, did you?</b></p> <p>14 MR. SAFFLES: Object to form.</p> <p>15 THE WITNESS: I did not.</p> <p>16 MR. PIERCE: Okay. All right. Let's go</p> <p>17 and let's mark this as 11.</p> <p>18 (Plaintiff's Exhibit 11, Subpoena</p> <p>19 Correspondence, was marked for</p> <p>20 identification.)</p> <p>21 BY MR. PIERCE:</p> <p>22 <b>Q And this is the November 11th, 2022,</b></p> <p>23 <b>letter, which, ironically, is one day after the</b></p> <p>24 <b>statute of limitations runs for the -- or</b></p> <p>25 <b>purportedly runs for the claim against DoorDash in</b></p>	<p style="text-align: right;">176</p> <p>1 MR. SAFFLES: Object to form.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q -- at DoorDash?</b></p> <p>4 MR. SAFFLES: Object to form.</p> <p>5 THE WITNESS: I don't.</p> <p>6 BY MR. PIERCE:</p> <p>7 <b>Q Again, Ms. Odom testified under oath that</b></p> <p>8 <b>she did not receive this letter. Do you know</b></p> <p>9 <b>anything contrary to that?</b></p> <p>10 A I don't.</p> <p>11 <b>Q Let me ask you this: We've talked about,</b></p> <p>12 <b>and I think it's clear in the record here, that</b></p> <p>13 <b>assuming Ms. Odom still had the same phone number,</b></p> <p>14 <b>and now we know she's actively working as a</b></p> <p>15 <b>DoorDasher, based on her sworn testimony, that you</b></p> <p>16 <b>had the means and opportunity this entire time to</b></p> <p>17 <b>get in contact with her through this phone number.</b></p> <p>18 <b>Did anyone from Voyager ever ask or communicate with</b></p> <p>19 <b>DoorDash, from the records you found, asking for</b></p> <p>20 <b>means and method to get in contact with Ms. Odom?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: Not that I'm aware of.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q And that's with regard to the letter back</b></p>
<p style="text-align: right;">175</p> <p>1 South Carolina.</p> <p>2 Now I'm going to go -- we've marked as</p> <p>3 Plaintiff's Exhibit 11 a letter which reverses</p> <p>4 course and goes the other way and has Voyager</p> <p>5 indicating that there is insurance coverage. Have</p> <p>6 you reviewed this letter which has been marked as</p> <p>7 Plaintiff's Exhibit 11?</p> <p>8 A I do believe I have seen this.</p> <p>9 <b>Q Now, let me ask you kind of the same</b></p> <p>10 <b>question. Was this letter actually in the DoorDash</b></p> <p>11 <b>file, or is it something that's been put in from</b></p> <p>12 <b>Voyager after this litigation, if you understand the</b></p> <p>13 <b>difference? In other words, did they get this</b></p> <p>14 <b>letter at the time?</b></p> <p>15 MR. SAFFLES: Object to form.</p> <p>16 THE WITNESS: I don't know. If DoorDash</p> <p>17 is CCed on this letter, then that would be the</p> <p>18 expectation is that we would receive it.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q Well, in this case, it just went to Alexis</b></p> <p>21 <b>Odom. It was ironically addressed to Alexis Odom</b></p> <p>22 <b>and also CCed to Alexis Odom. Doesn't make a lot of</b></p> <p>23 <b>sense, but that's how it's drafted, if you look at</b></p> <p>24 <b>the last page. Do you know whether this letter was</b></p> <p>25 <b>actually in the file --</b></p>	<p style="text-align: right;">177</p> <p>1 on March 23rd of 2020 and with regard to the</p> <p>2 November 11th, 2022, letter. In no instance is</p> <p>3 there anything in the file at DoorDash indicating</p> <p>4 that there was anyone from the insurance</p> <p>5 representative reaching out and trying to get in</p> <p>6 contact with the Dasher.</p> <p>7 MR. SAFFLES: Is that a question?</p> <p>8 MR. PIERCE: Yes.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q Is that true?</b></p> <p>11 MR. SAFFLES: Object to form.</p> <p>12 THE WITNESS: I am not aware of the</p> <p>13 insurance carrier asking DoorDash for</p> <p>14 Ms. Odom's contact information.</p> <p>15 BY MR. PIERCE:</p> <p>16 <b>Q And would that have been something that</b></p> <p>17 <b>would have been documented, as far as you know?</b></p> <p>18 A As far as I know, communications would be</p> <p>19 documented.</p> <p>20 <b>Q Does it trouble you, as the representative</b></p> <p>21 <b>of DoorDash, that now we have two communications</b></p> <p>22 <b>purportedly directed to Alexis Odom that did not</b></p> <p>23 <b>reach her?</b></p> <p>24 MR. SAFFLES: Object to form. You may</p> <p>25 answer.</p>

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178	<p>1 BY MR. PIERCE:</p> <p>2 <b>Q Does that trouble you?</b></p> <p>3 A I mean --</p> <p>4 MR. SAFFLES: Object to form.</p> <p>5 THE WITNESS: If it's -- if a letter is</p> <p>6 addressed to Ms. Odom, then, you know, I think</p> <p>7 the expectation is that it would be sent in a</p> <p>8 way that she could receive it.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q How is it that someone like Assurant would</b></p> <p>11 <b>assume that Ms. Odom, a young person, three years</b></p> <p>12 <b>later, would be using the same address? Isn't that</b></p> <p>13 <b>somewhat of an assumption, you know, that generally</b></p> <p>14 <b>that you can't rely on for folks in that age group?</b></p> <p>15 MR. SAFFLES: Object to form.</p> <p>16 THE WITNESS: I don't know -- I'm not --</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q It looks like -- it looks like --</b></p> <p>19 MR. SAFFLES: Hey, Carl, let him finish</p> <p>20 his answer.</p> <p>21 MR. PIERCE: I'm sorry. I didn't -- I</p> <p>22 didn't hear him still.</p> <p>23 THE WITNESS: I don't know what other</p> <p>24 contact information they may have had, and if</p> <p>25 it's an address, I mean, I don't -- I can't</p>
179	<p>1 speak to Ms. Odom's whereabouts or if she</p> <p>2 moved.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q Based on your experience, would you agree</b></p> <p>5 <b>with me that someone is more likely to keep a phone</b></p> <p>6 <b>number than a physical address --</b></p> <p>7 MR. SAFFLES: Object to form.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q -- based on your experience?</b></p> <p>10 MR. SAFFLES: Object to form.</p> <p>11 THE WITNESS: That's fair.</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q I bet you you have the same phone number</b></p> <p>14 <b>you had when you were in Arizona, don't you?</b></p> <p>15 A Yeah. I'm currently in Arizona, but yes,</p> <p>16 yes.</p> <p>17 <b>Q Okay. So over the last ten or 15 years,</b></p> <p>18 <b>you've had the same phone number?</b></p> <p>19 A Yes.</p> <p>20 <b>Q Have you had the same address?</b></p> <p>21 A No.</p> <p>22 <b>Q Of course not. And when we look at --</b></p> <p>23 <b>looking back at Exhibit 8, this is in the DoorDash</b></p> <p>24 <b>records. You see when you made the -- when you</b></p> <p>25 <b>notified the insurance company of the claim and the</b></p>
180	<p>1 <b>fact that she was on a Dash, there's no Dasher</b></p> <p>2 <b>number there, is it, the phone number?</b></p> <p>3 A No.</p> <p>4 <b>Q There is an address, correct?</b></p> <p>5 A Yes.</p> <p>6 <b>Q Unless -- and you told me that unless they</b></p> <p>7 <b>reached out for a number, and there would be a</b></p> <p>8 <b>record of that, they would -- in all likelihood,</b></p> <p>9 <b>they would have only had to rely on a Dasher</b></p> <p>10 <b>address, correct?</b></p> <p>11 MR. SAFFLES: Object to form. You may</p> <p>12 answer.</p> <p>13 THE WITNESS: Outside of that document, I</p> <p>14 don't know what other contact information they</p> <p>15 would have had or how they would have gotten</p> <p>16 it.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q The only folks that we know that received</b></p> <p>19 <b>these two communications were the attorneys for the</b></p> <p>20 <b>injured party, correct?</b></p> <p>21 MR. SAFFLES: Object to form. You may</p> <p>22 answer.</p> <p>23 THE WITNESS: I don't know that.</p> <p>24 BY MR. PIERCE:</p> <p>25 <b>Q All right. I want to show you -- this is</b></p>
181	<p>1 <b>communication from Mr. Horvath, the insurance for</b></p> <p>2 <b>the underinsured, who sent a subpoena to I guess</b></p> <p>3 <b>DoorDash, and it looks like that Voyager responded</b></p> <p>4 <b>to the subpoena to DoorDash, correct?</b></p> <p>5 MR. SAFFLES: I think the subpoena was to</p> <p>6 Voyager.</p> <p>7 MR. PIERCE: All right. Went to Voyager,</p> <p>8 I'm sorry, went to Voyager.</p> <p>9 BY MR. PIERCE:</p> <p>10 <b>Q And do you know what Voyager did with that</b></p> <p>11 <b>subpoena?</b></p> <p>12 A I don't.</p> <p>13 <b>Q Do you know whether it then went to</b></p> <p>14 <b>DoorDash?</b></p> <p>15 A I don't.</p> <p>16 <b>Q Do you know what day DoorDash responded to</b></p> <p>17 <b>the subpoena?</b></p> <p>18 MR. SAFFLES: Object to form.</p> <p>19 BY MR. PIERCE:</p> <p>20 <b>Q You can answer.</b></p> <p>21 MR. SAFFLES: Well, you said "DoorDash,"</p> <p>22 Carl, not "Voyager." That's why I objected.</p> <p>23 MR. PIERCE: No, no. I said do you know</p> <p>24 what day DoorDash would have responded to the</p> <p>25 request for information. I didn't ask the</p>



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182	<p>1 question right. Thank you, Mr. Saffles.</p> <p>2 BY MR. PIERCE:</p> <p>3 <b>Q Whenever DoorDash got the request for</b></p> <p>4 <b>information from Voyager, did you see that</b></p> <p>5 <b>communication?</b></p> <p>6 MR. SAFFLES: Object to form.</p> <p>7 THE WITNESS: Is that Voyager requesting</p> <p>8 information from DoorDash? Is that this that</p> <p>9 we're looking at?</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q All right. Well, Voyager was subpoenaed,</b></p> <p>12 <b>correct?</b></p> <p>13 MR. SAFFLES: Object to form.</p> <p>14 THE WITNESS: It appears so from this</p> <p>15 document. It's the first time seeing it, first</p> <p>16 time seeing it.</p> <p>17 BY MR. PIERCE:</p> <p>18 <b>Q I've got a blow-up of the subpoena. I can</b></p> <p>19 <b>read it to you. They were subpoenaed, and it looks</b></p> <p>20 <b>like this letter -- this email went out on</b></p> <p>21 <b>November 17th, 2022, correct?</b></p> <p>22 A It's no longer on the screen.</p> <p>23 MR. BRIGGS: Do you want me to share the</p> <p>24 subpoena?</p> <p>25 MR. PIERCE: Yeah. Share the screen.</p>	184	<p>1 MR. PIERCE: Let's go back to the</p> <p>2 communications about the Dash. Is that</p> <p>3 Exhibit 8?</p> <p>4 MR. BRIGGS: This one?</p> <p>5 MR. PIERCE: No, the one where they were</p> <p>6 communicating. We're going to mark this as our</p> <p>7 next numbered exhibit, 13.</p> <p>8 (Plaintiff's Exhibit 13,</p> <p>9 Communications [DoorDash Response to P's</p> <p>10 RFPD 7-11], was marked for</p> <p>11 identification.)</p> <p>12 BY MR. PIERCE:</p> <p>13 <b>Q All right. So what we've got here is a</b></p> <p>14 <b>communication with the actual customer and Ms. Odom,</b></p> <p>15 <b>right, and you can tell this involves the time of</b></p> <p>16 <b>the accident, because we've got a communication</b></p> <p>17 <b>where, obviously, the customer is notified at 6:57</b></p> <p>18 <b>that the Dasher, Ms. Odom, has been involved in an</b></p> <p>19 <b>accident because it read as follows: "I hope you're</b></p> <p>20 <b>okay. Sending you my prayers." Okay. And that was</b></p> <p>21 <b>produced to us.</b></p> <p>22 But let's look at the top, and what I'm</p> <p>23 really interested in is when it was copied, okay,</p> <p>24 and when that investigation occurred. And you see</p> <p>25 that it looks like that was copied internally by</p>
183	<p>1 Let's mark it.</p> <p>2 (Plaintiff's Exhibit 12, Subpoena,</p> <p>3 was marked for identification.)</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q So subpoena goes out on October 21st,</b></p> <p>6 <b>2022. Do you see that? It's the next numbered</b></p> <p>7 <b>exhibit.</b></p> <p>8 MR. BRIGGS: 12.</p> <p>9 THE WITNESS: I see October 21st, 2022,</p> <p>10 yes.</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q Let's go back. So that subpoena goes out.</b></p> <p>13 <b>At some point, did your -- in your review of the</b></p> <p>14 <b>records, did you see that there was a request for</b></p> <p>15 <b>information from Voyager over to the folks at</b></p> <p>16 <b>DoorDash, your folks?</b></p> <p>17 A If I did see it, I don't recall.</p> <p>18 <b>Q Do you know when it was that they</b></p> <p>19 <b>downloaded the information in the files and provided</b></p> <p>20 <b>it to Voyager?</b></p> <p>21 MR. SAFFLES: Object to form.</p> <p>22 THE WITNESS: I don't.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q All right. Well, let's pull up the</b></p> <p>25 <b>actual --</b></p>	185	<p>1 DoorDash on 10/27/22. Do you see that, Mr. Spencer?</p> <p>2 A Yes.</p> <p>3 <b>Q All right. So do you believe, as the</b></p> <p>4 <b>representative of DoorDash, that this was copied and</b></p> <p>5 <b>provided as part of the investigation to Voyager?</b></p> <p>6 MR. SAFFLES: Object to form.</p> <p>7 THE WITNESS: I don't know.</p> <p>8 BY MR. PIERCE:</p> <p>9 <b>Q Do you know any reason why somebody would</b></p> <p>10 <b>go back and copy this on 10/27/22 and download it</b></p> <p>11 <b>unless it involved this investigation?</b></p> <p>12 MR. SAFFLES: Object to form.</p> <p>13 Carl, just a clarification. When you say</p> <p>14 investigation, you're talking about the</p> <p>15 subpoena response?</p> <p>16 MR. PIERCE: Yes, the subpoena response,</p> <p>17 the investigation on whether this was a covered</p> <p>18 event or not.</p> <p>19 MR. SAFFLES: Object to form.</p> <p>20 THE WITNESS: I can't think of any other</p> <p>21 reason someone would download the order</p> <p>22 summary.</p> <p>23 BY MR. PIERCE:</p> <p>24 <b>Q All right. So it looks like at this</b></p> <p>25 <b>point, DoorDash knew, once again, that there was a</b></p>

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ELECTRONICALLY FILED - 2025 Apr 22 10:28 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1001595

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186	<p>1 covered claim that was being misrepresented to the</p> <p>2 attorneys for Ms. Saunier that it was not covered,</p> <p>3 because someone had to explain, would you agree with</p> <p>4 me, Mr. Spencer, that the reason why we're doing</p> <p>5 this is to determine whether there was a Dash going</p> <p>6 on or not?</p> <p>7 MR. SAFFLES: Object to form.</p> <p>8 THE WITNESS: You'll have to excuse me. I</p> <p>9 don't know if I'm following the timeline at</p> <p>10 this point.</p> <p>11 BY MR. PIERCE:</p> <p>12 Q Yes. I mean, if you go back, you'll see</p> <p>13 that in the subpoena, which was dated earlier than</p> <p>14 10/27/22, Voyager was asked to determine whether</p> <p>15 there was coverage on October 21st. Then on</p> <p>16 October 27th, there is a download of the very</p> <p>17 information that proves conclusively that she was on</p> <p>18 a Dash, because there was a communication with the</p> <p>19 customer who's waiting on their food that says,</p> <p>20 "Hey, you've been in an accident. I'm praying for</p> <p>21 you." So five days or six days later, we have the</p> <p>22 answer, and DoorDash knows what's going on here</p> <p>23 because they're participating in the investigation.</p> <p>24 MR. SAFFLES: Object to form.</p> <p>25 BY MR. PIERCE:</p>	188	<p>1 the testimony. You may answer.</p> <p>2 BY MR. PIERCE:</p> <p>3 Q You can answer, Mr. Spencer.</p> <p>4 A Yes. And, I, mean just as we did</p> <p>5 previously, we stated Ms. Odom was on an active</p> <p>6 Dash, we're then providing this document showing</p> <p>7 that as well, so DoorDash's stance never changed.</p> <p>8 Q I hear what you're saying, but at this</p> <p>9 point on October 27th, '22, DoorDash knows that --</p> <p>10 you know, that there's been a miscommunication, and</p> <p>11 they do not -- strike that.</p> <p>12 Do you have any evidence that they</p> <p>13 communicated that directly to the lawyers for</p> <p>14 Ms. Saunier?</p> <p>15 MR. SAFFLES: Object to form.</p> <p>16 THE WITNESS: I don't know.</p> <p>17 BY MR. PIERCE:</p> <p>18 Q Right, because at this point, the statute</p> <p>19 of limitations had not purportedly ran. We got</p> <p>20 15 -- 14, 15 days left. But you can't find anything</p> <p>21 where DoorDash tried to correct the mistake that</p> <p>22 Voyager purportedly made.</p> <p>23 A Is that a question?</p> <p>24 Q Yes. Is that true?</p> <p>25 MR. SAFFLES: Object to form.</p>
187	<p>1 Q Do you not -- do you not agree with me,</p> <p>2 Mr. Spencer?</p> <p>3 MR. SAFFLES: Object to form.</p> <p>4 THE WITNESS: I'm not aware of the</p> <p>5 investigation. I don't know if the insurance</p> <p>6 carrier then reached out to us for -- you know,</p> <p>7 requesting information, but I don't know -- I</p> <p>8 don't -- I don't know what those communications</p> <p>9 were or if we were aware of the extent of the</p> <p>10 investigation. I don't --</p> <p>11 BY MR. PIERCE:</p> <p>12 Q You would -- I'm sorry. Keep talking. I</p> <p>13 apologize.</p> <p>14 A No. I just -- I'm not disputing that this</p> <p>15 was pulled after Voyager received the subpoena and</p> <p>16 potentially provided it to Voyager. I just don't</p> <p>17 know what the context was or the communications</p> <p>18 between DoorDash and Voyager, why they were asking</p> <p>19 for this.</p> <p>20 Q Well, you just told me earlier that you</p> <p>21 could -- the only reason you could think of why this</p> <p>22 was being pulled was because they were investigating</p> <p>23 whether there was an active Dash going on. Isn't</p> <p>24 that still truthful as it was a few minutes ago?</p> <p>25 MR. SAFFLES: Object to form. Misstates</p>	189	<p>1 THE WITNESS: I don't -- I don't know.</p> <p>2 Can you repeat the question?</p> <p>3 BY MR. PIERCE:</p> <p>4 Q Yeah. All right. Assume there's</p> <p>5 basically 14 days left on the statute of</p> <p>6 limitations, as they exist before the fraud and</p> <p>7 deceit, that could have been used to tell</p> <p>8 Ms. Saunier and her attorneys that this was a</p> <p>9 mistake. Can you find any evidence that DoorDash</p> <p>10 reached out to Ms. Saunier and her counsel and said:</p> <p>11 "We've gone back and looked at it again, and we've</p> <p>12 determined that our insurance representative misled</p> <p>13 you"? Do you see anything along those lines?</p> <p>14 MR. SAFFLES: Object to form.</p> <p>15 THE WITNESS: No, not that -- not that</p> <p>16 I've seen. Not that I'm aware of.</p> <p>17 BY MR. PIERCE:</p> <p>18 Q You would agree with me that based on the</p> <p>19 code of conduct of DoorDash, that that should have</p> <p>20 been done, correct?</p> <p>21 MR. SAFFLES: Object to form.</p> <p>22 THE WITNESS: Outreach to Ms. Saunier? I</p> <p>23 don't know at that point. I don't know. It</p> <p>24 seems like if there's a subpoena involved,</p> <p>25 seems like that's going to be handled by the</p>

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190	<p>1 legal team, so, I mean, I would -- I would</p> <p>2 defer to them. I don't know what the procedure</p> <p>3 is in that situation.</p> <p>4 BY MR. PIERCE:</p> <p>5 <b>Q At DoorDash, if you see someone doing</b></p> <p>6 <b>something wrong, the expectation is that you try to</b></p> <p>7 <b>do something to stop it, or do you just ignore it?</b></p> <p>8 <b>What do you do?</b></p> <p>9 MR. SAFFLES: Object to form.</p> <p>10 THE WITNESS: If it's -- yeah, I mean,</p> <p>11 according to the code of conduct, yeah, you</p> <p>12 would stop it.</p> <p>13 MR. PIERCE: All right. Let's go to --</p> <p>14 let's go to the -- it's this one right here.</p> <p>15 Is it 16?</p> <p>16 MR. SAFFLES: Carl, is this a good time</p> <p>17 for a break?</p> <p>18 MR. PIERCE: 16, I think. 14 exhibit and</p> <p>19 16 on path.</p> <p>20 MR. BRIGGS: We can -- we can do a break.</p> <p>21 MR. SAFFLES: It looks like you might need</p> <p>22 time to get stuff together. I just thought we</p> <p>23 could --</p> <p>24 MR. PIERCE: Sure, sure. That's great.</p> <p>25 Yeah. It's no problem. I just -- we're good.</p>
192	<p>1 through all of them, I'll just pick one, because</p> <p>2 it's late in the day, what a clean driving record</p> <p>3 under South Carolina law is. "A clean driving</p> <p>4 record is defined as a motor vehicle record with no</p> <p>5 violations, at-fault accidents, or traffic-related</p> <p>6 convictions for a set amount of time." Did I read</p> <p>7 that correctly? This is from Progressive Insurance,</p> <p>8 one of our major carriers. Did I read that</p> <p>9 correctly?</p> <p>10 A Yes.</p> <p>11 <b>Q All right. And I'm not going to go back</b></p> <p>12 <b>over all those questions that I asked you about what</b></p> <p>13 <b>constituted clean, and I know you don't really have</b></p> <p>14 <b>any direction any more than you can give me along</b></p> <p>15 <b>those lines from DoorDash, but would you agree with</b></p> <p>16 <b>me that from Progressive Insurance, that Ms. Odom</b></p> <p>17 <b>would not qualify as having a clean driving record</b></p> <p>18 <b>with the two and later six accidents that she has?</b></p> <p>19 MR. SAFFLES: Object to form.</p> <p>20 BY MR. PIERCE:</p> <p>21 <b>Q You can answer.</b></p> <p>22 MR. SAFFLES: Well, I'm not sure this is</p> <p>23 in the topics either. He can't speak to</p> <p>24 Progressive.</p> <p>25 MR. PIERCE: I'm just asking him about</p>
191	<p>1 THE VIDEOGRAPHER: We're going off the</p> <p>2 record. The time is now 4:30.</p> <p>3 (A recess transpired.)</p> <p>4 THE VIDEOGRAPHER: We're going back on the</p> <p>5 record. The time is now 4:40.</p> <p>6 MR. PIERCE: Okay. Let's go to the next</p> <p>7 numbered exhibit. I believe it'll be 14.</p> <p>8 (Plaintiff's Exhibit 14, Requirements</p> <p>9 for Dashing, was marked for</p> <p>10 identification.)</p> <p>11 BY MR. PIERCE:</p> <p>12 <b>Q And this is from DoorDash, a DoorDash</b></p> <p>13 <b>document. It's a question and answer for a DoorDash</b></p> <p>14 <b>Dasher, and this is some of the questions: "Are</b></p> <p>15 <b>there" -- and let's mark it as Plaintiff's</b></p> <p>16 <b>Exhibit 14. It says: "Are there" -- this is</b></p> <p>17 <b>DoorDash Dasher support. Okay. Number 14. "Are</b></p> <p>18 <b>there vehicle requirements for driving? No. You</b></p> <p>19 <b>can use any car to deliver. Just have a valid</b></p> <p>20 <b>domestic driver's license, insurance, and a clean</b></p> <p>21 <b>driving record." Okay. So did I read that</b></p> <p>22 <b>correctly, Mr. Spencer?</b></p> <p>23 A Yes.</p> <p>24 <b>Q All right. Well, let's look at what South</b></p> <p>25 <b>Carolina insurers require. And I'm not going to go</b></p>
193	<p>1 what the definition of "clean," which is in</p> <p>2 from their records.</p> <p>3 BY MR. PIERCE:</p> <p>4 <b>Q I'm asking you if that's consistent with</b></p> <p>5 <b>your definition of "clean," that is, your DoorDash?</b></p> <p>6 MR. SAFFLES: Object to form.</p> <p>7 THE WITNESS: Well, I mean, not to</p> <p>8 nit-pick, but "for a set amount of time," seems</p> <p>9 that's left in there intentionally --</p> <p>10 BY MR. PIERCE:</p> <p>11 <b>Q Right.</b></p> <p>12 A -- for interpretation, so I don't know</p> <p>13 what their definition of "set amount of time" is.</p> <p>14 <b>Q Yeah, and I can show you that, because</b></p> <p>15 <b>that's a fair point. What they say is after three</b></p> <p>16 <b>to five years, if you look right here, they can</b></p> <p>17 <b>remain on your record for three to five years. And</b></p> <p>18 <b>not to belittle the obvious, but these two</b></p> <p>19 <b>reportable at-fault accidents were within nine</b></p> <p>20 <b>months of when you approved her to be a driver, so</b></p> <p>21 <b>it wouldn't qualify for a set amount of time.</b></p> <p>22 <b>Again, not quibbling. I'm just asking would you</b></p> <p>23 <b>agree with me that Ms. Odom did not have a clean</b></p> <p>24 <b>driving record?</b></p> <p>25 MR. SAFFLES: Object to form. There's</p>

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194	<p>1 been no foundation that those were at-fault 2 accidents. 3 MR. PIERCE: Well, we got that in the 4 deposition you didn't attend for Ms. Odom, but 5 that's okay. 6 MR. SAFFLES: You haven't presented that 7 to this witness, though. 8 MR. PIERCE: Well, okay. 9 BY MR. PIERCE: 10 <b>Q Assume that they're at fault, because I'll</b> 11 <b>put it on the stand before I read your transcript.</b> 12 <b>So my question is with regard to Ms. Odom, assume</b> 13 <b>that those two were at-fault accidents. Would you</b> 14 <b>agree with me that Ms. Odom did not have a clean</b> 15 <b>record at the time you approved her for driving for</b> 16 <b>DoorDash?</b> 17 MR. SAFFLES: Object to form. 18 THE WITNESS: According to Progressive's 19 definition and policy, yes. 20 BY MR. PIERCE: 21 <b>Q And you have told me that you don't have</b> 22 <b>the details of what DoorDash's policy is with regard</b> 23 <b>to what constitutes a clean driving record as it</b> 24 <b>relates to accidents. You don't know whether they</b> 25 <b>have to be at-fault accidents, whether they have to</b></p>	196	<p>1 15. 2 (Plaintiff's Exhibit 15, Progressive 3 Clean Driving Record Definition, was 4 marked for identification.) 5 MR. PIERCE: And again, I'm winding down a 6 little bit. Let's make the coverage applicable 7 to -- at least the first level of coverage 8 applicable as Exhibit 16. 9 MR. SAFFLES: What was that Exhibit 16? 10 MR. PIERCE: The coverage -- the 11 coverage -- the coverage letter. 12 MR. SAFFLES: Which coverage letter? I'm 13 just confused. 14 MR. PIERCE: The insurance -- applicable 15 insurance for the time period. 16 MR. SAFFLES: Talking about the policy? 17 MR. PIERCE: Well, the actual dec portion 18 of it. I'm just going to use this one page. 19 MR. SAFFLES: So what we're looking at, is 20 that Exhibit 16? 21 MR. PIERCE: That is. 22 (Plaintiff's Exhibit 16, Dasher 23 Coverage [DoorDash 48], was marked for 24 identification.) 25 BY MR. PIERCE:</p>
195	<p>1 involve serious fatalities, whether -- serious 2 injuries or fatalities, and if those exist, you're 3 going to provide it to me, correct? 4 MR. SAFFLES: Object to form. 5 THE WITNESS: I'll work with counsel to 6 see if there's a list, if it exists, yes. 7 BY MR. PIERCE: 8 <b>Q Okay. All right. So sitting here today,</b> 9 <b>you don't have anything as detailed as Progressive</b> 10 <b>does about what constitutes a clean driving record.</b> 11 <b>All you know and all you put out is that -- for</b> 12 <b>consumption to potential Dashers is that they have</b> 13 <b>to have a clean driving record, and you leave it up</b> 14 <b>to folks like me and folks like the Dasher to</b> 15 <b>determine whether, in fact -- the definition of</b> 16 <b>"clean," correct?</b> 17 MR. SAFFLES: Object to form. 18 THE WITNESS: Sitting here today, I don't 19 have the exact criteria that go into that 20 definition, correct. 21 MR. SAFFLES: Carl, was the Progressive 22 definition Exhibit 15? Did you make that an 23 exhibit? 24 MR. PIERCE: I did not, I don't think, but 25 I would like to make it 15. We'll make that</p>	197	<p>1 <b>Q And I'm showing you what's been marked as</b> 2 <b>Exhibit 16, which was Voyager Indemnity Insurance</b> 3 <b>Company, which was purported to be produced</b> 4 <b>providing the first level of coverage for DoorDash</b> 5 <b>for this accident, and it says the coverage period</b> 6 <b>is 9/1/2019 to 9/1/2020, the effective date and the</b> 7 <b>expiration date. Did I read that correctly,</b> 8 <b>Mr. Spencer?</b> 9 A Yes. 10 <b>Q All right. Sitting here today as the</b> 11 <b>representative for DoorDash, do you believe this to</b> 12 <b>be the first level of coverage that would have been</b> 13 <b>applicable to the accident where Ms. Saunier was</b> 14 <b>injured?</b> 15 MR. SAFFLES: Object to form. You may 16 answer. 17 THE WITNESS: Sitting here today, I have 18 no reason to dispute this was the policy in 19 place, yes. 20 BY MR. PIERCE: 21 <b>Q Because it certainly falls --</b> 22 <b>November 10th, 2019, falls within those two dates,</b> 23 <b>correct?</b> 24 A Correct. 25 <b>Q All right. And let's go to the limit of</b></p>



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<p style="text-align: right;">198</p> <p>1 insurance right here. There you go. And there is a 2 million combined single limit with a two thousand 3 fifty deductible. Did I read that correctly? 4 A With a \$250,000 deductible. 5 Q Yeah, \$250,000 deductible, yes. 6 A Yes. 7 Q So that means that there would -- as the 8 first level of insurance -- I think there's an 9 additional 10 million on top of it as an excess 10 policy, but we won't address that with you at this 11 point. But with regard to the limits of coverage, 12 you've got a million dollar combined single limit 13 with a \$250,000 deductible. Did I read that 14 correctly? 15 A Yes. 16 Q And the \$250,000 would have to be paid 17 directly by DoorDash, correct? 18 MR. SAFFLES: Object to form. 19 THE WITNESS: I don't know. 20 BY MR. PIERCE: 21 Q You're generally familiar with 22 deductibles, correct? 23 A Yes. 24 Q And generally, a deductible is paid by the 25 insured, correct?</p>	<p style="text-align: right;">200</p> <p>1 Q Okay. Mr. Spencer, we're back on the 2 record. I'm marking as Plaintiff's Exhibit 17 the 3 contract of insurance from -- and the insured is 4 indicated to be DoorDash, Inc. Do you see that? 5 A Yes. 6 Q And do you see that the policy period is 7 the 1st of September 2019 to the 1st of 8 September 2020? Do you see that? 9 A Yes. 10 Q Would you agree with me that in that 11 policy period, November 10th, 2019, would fall 12 squarely in the first part of that? 13 A Yes. 14 Q All right. And this is what's purported 15 to be an umbrella policy, and do you have any reason 16 to believe that there is not a \$10 million excess of 17 various underlying insurances available to pay the 18 claim of Ms. Saunier for the injuries she sustained 19 on November 10th, 2019? 20 MR. SAFFLES: Object to form. 21 THE WITNESS: I have no reason to believe 22 that's not the limit of the policy. 23 BY MR. PIERCE: 24 Q And assuming that you are the designated 25 representative of DoorDash, Inc. for purposes of</p>
<p style="text-align: right;">199</p> <p>1 A Yes. 2 Q If you go over to the left-hand corner up 3 here, where it said: "Named insured and address," 4 do you see that the named insured is DoorDash, Inc.? 5 A Yes. 6 Q So assume that you -- your belief is 7 correct that DoorDash would be responsible for the 8 first 250,000, and the additional 750,000 would be 9 Voyager, correct? 10 MR. SAFFLES: Object to form. 11 BY MR. PIERCE: 12 Q You can answer. 13 A Sure. 14 MR. PIERCE: All right. We're going to 15 take another quick break. I have to grab one 16 exhibit. 17 THE VIDEOGRAPHER: We're going off the 18 record. The time is now 4:50. 19 (A recess transpired.) 20 THE VIDEOGRAPHER: We're going back on the 21 record. The time is now 4:51. 22 (Plaintiff's Exhibit 17, Umbrella 23 Contract of Insurance [DoorDash 53], was 24 marked for identification.) 25 BY MR. PIERCE:</p>	<p style="text-align: right;">201</p> <p>1 determining the amount of coverage, is it your 2 belief that Ms. Saunier has at her disposal the 3 amount of two thousand -- I mean 1 million plus 4 10 million, \$11 million in coverage for the injuries 5 she sustained as a result of the active Dashing of 6 Ms. Odom at the time of her injuries? 7 MR. SAFFLES: Object to form. 8 THE WITNESS: I think you said as the 9 representative of DoorDash making a coverage 10 determination? 11 BY MR. PIERCE: 12 Q No. Let me just rephrase that. As 13 DoorDash's representative, do you have any evidence 14 that DoorDash does not have available to it 15 insurance in the amount of \$11 million to pay for 16 the injuries to Ms. Saunier from the accident that 17 occurred on November 19th -- November 10th, 2019? 18 MR. SAFFLES: Object to form. 19 THE WITNESS: I have no -- I have nothing 20 to dispute the limits on the -- of the policy 21 on the documents that we've looked at. 22 BY MR. PIERCE: 23 Q And likewise, you have nothing to dispute, 24 as you've done a thorough investigation, that 25 Ms. Odom was Dashing at the time of Ms. Saunier's</p>



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<div>202</div> <div><div>1injury, correct?</div><div>2A Correct.</div><div>3Q And based on that and being a</div><div>4representative of DoorDash, you want there to be</div><div>5coverage for the victim, Ms. Saunier, who was</div><div>6injured, correct?</div><div>7MR. SAFFLES: Object to form.</div><div>8THE WITNESS: I mean, DoorDash has an</div><div>9insurance policy, yes. We want to have an</div><div>10insurance policy in place.</div><div>11BY MR. PIERCE:</div><div>12Q And you have not one, but two, based on</div><div>13what you've seen before you today, correct?</div><div>14A Yes. We've looked at two, yes, two</div><div>15policies.</div><div>16Q And the total of those two is \$11 million,</div><div>17correct?</div><div>18A Correct.</div><div>19Q Thank you so much. I don't have anything</div><div>20further at this time.</div><div>21MR. SAFFLES: Anyone else have questions?</div><div>22MS. STRINGFELLOW: I don't have any</div><div>23questions.</div><div>24THE VIDEOGRAPHER: Nothing else?</div><div>25MR. SAFFLES: Is Billy on?</div></div>	<div>204</div> <div><div>1SIGNATURE OF DEPONENT</div><div>2</div><div>3I, the undersigned, SAMUEL SPENCER, do hereby</div><div>4certify that I have read the foregoing deposition</div><div>5transcript and find it to be a true and accurate</div><div>6transcription of my testimony, with the following</div><div>7corrections, if any:</div><div>8</div><div>9PAGE LINE CHANGE</div><div>10</div><div>11</div><div>12</div><div>13</div><div>14</div><div>15</div><div>16</div><div>17</div><div>18</div><div>19</div><div>20</div><div>21</div><div>22</div><div>23</div><div>24</div><div>25SAMUEL SPENCER DATE</div></div>
<div>203</div> <div><div>1MR. HORVATH: Yeah, I'm here. I don't</div><div>2have anything. Thank you.</div><div>3MR. SAFFLES: Just wanted to get that on</div><div>4the record. No questions.</div><div>5THE VIDEOGRAPHER: This concludes the</div><div>6video deposition of Samuel Spencer. The time</div><div>7is now 4:55, and we are off the record.</div><div>8MR. SAFFLES: Madam Court Reporter, we</div><div>9will read and sign.</div><div>10(The deposition was concluded at</div><div>114:55 p.m.)</div><div>12---</div><div>13</div><div>14</div><div>15</div><div>16</div><div>17</div><div>18</div><div>19</div><div>20</div><div>21</div><div>22</div><div>23</div><div>24</div><div>25</div></div>	

1 CERTIFICATE OF REPORTER

2

3 STATE OF SOUTH CAROLINA )

4 COUNTY OF CHARLESTON )

5 I, Marie H. Bruegger, the officer before  
6 whom the foregoing deposition was taken, do hereby  
7 certify that the witness whose testimony appears in  
8 the foregoing deposition was duly sworn by me; that  
9 the testimony of said witness was taken by me to the  
10 best of my ability and thereafter reduced to  
11 typewriting under my direction; that I am neither  
12 counsel for, related to, nor employed by any of the  
13 parties to the action in which this deposition was  
14 taken; and further, that I am not a relative or  
15 employee of any attorney or counsel employed by the  
16 parties thereto, nor financially or otherwise  
17 interested in the outcome of the action.

18

19

20





Date

21

Marie H. Bruegger, RPR, CRR

22

Notary Public in and for the County of

23

Charleston, State of South Carolina

24

25 My commission expires March 23, 2031

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