

Exhibit G

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable William H. Alsup, Judge

TERRELL ABERNATHY, et al.,)	
)	
Petitioner,)	
)	
VS.)	NO. C 19-07545 WHA
)	
DOORDASH, INC.,)	
)	
Respondent.)	
_____)	

San Francisco, California
Friday, December 20, 2019

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For Petitioner:

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Reported By: Ana M. Dub, RDR, CRR, CCRR, CRG, CCG
Official Reporter, CSR No. 7445

1 Friday - December 20, 2019

10:55 a.m.

2 P R O C E E D I N G S

3 ---o0o---

4 **THE CLERK:** Calling Civil Action 19-7545, Abernathy,
5 et al. versus DoorDash, Inc.

6 Counsel, please step forward and state your appearances
7 for the record.

8 **MR. POSTMAN:** Good morning, Your Honor. Warren
9 Postman from Keller Lenkner for the petitioners.

10 **MS. LUNETTA:** Good morning, Your Honor. Kimberley
11 Lunetta from Morgan Lewis & Bockius on behalf of third party
12 CPR. And I have with me my colleague.

13 **MR. FREDERICK:** Hi. Good morning, Your Honor. Andrew
14 Frederick from Morgan Lewis as well.

15 **THE COURT:** Welcome to all of you.
16 So have you solved your problem?

17 **MS. LUNETTA:** We're close. If we could potentially --
18 if I could just share with Your Honor what the issue seems to
19 be and we can maybe get some help resolving, that would be
20 great.

21 First of all, we've come to a lot of additional
22 understanding today. So your method works, of having everyone
23 sit in the room.

24 Basically, what I understand the issue to be is that while
25 CPR believes that under Ninth Circuit law, all that matters for

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1 an assessment of substantive unconscionability, all that
2 matters is what's on the face of the protocol or the rules of
3 the arbitral forum, Mr. Postman is concerned that there's some
4 back -- and I'm not casting aspersions. What he believes is
5 that there may be a motive on behalf of the defendant in this
6 case, DoorDash, to slow roll, if you will, the assignment of
7 arbitrators if this initial mediation process fails and that
8 that would allow Gibson Dunn and DoorDash to sort of delay
9 paying the fees over time for the arbitrations and it would
10 encourage them, incentivize them to not resolve the case and
11 just to have, basically, an annuitized legal spend over a
12 number of years when arbitrations are not going forward.

13 That is certainly not CPR's intention or understanding of
14 what they're doing. But I understand Mr. Postman would plan to
15 argue that we need -- he needs that discovery about Gibson
16 Dunn's communications with CPR to see if that was the ask.

17 And so what I would like to do is -- I think we've come to
18 a -- we may have come to a resolution where, if we could just
19 place on the record our understanding that that is the
20 concern -- that Gibson Dunn and DoorDash had motivated, on the
21 back-end, these other processes for assigning arbitrators that
22 are not on the face of the protocol -- that if they've asked to
23 slow roll that and that's not on the face of the protocol but
24 it could be -- and it's not -- but it could be an understanding
25 between CPR and Gibson Dunn that would affect the process, I

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1 understand why he would be concerned if that is the case.

2 I can represent to the Court that it's not. I've looked
3 at the documents. But we'd be willing to produce those
4 communications between Gibson Dunn, DoorDash, and CPR and any
5 internal discussions about those communications.

6 So DoorDash told us this on a call today. We would be
7 willing to produce that to address that concern, that perhaps
8 DoorDash and Gibson Dunn asked for some delay in the procedures
9 that do not appear on the face of the protocol.

10 It's my understanding that if we were to do that, we could
11 do that with a confidentiality order in place so that those
12 documents wouldn't be used outside this case and that that
13 would alleviate the concern that Mr. Postman had about wanting
14 to get all communications that CPR had with anyone and
15 everyone, internally and externally, about the protocol, their
16 finances, and all the other things that we found troublesome.

17 **THE COURT:** Go ahead.

18 **MR. POSTMAN:** Your Honor, and I'm sorry. I think
19 before we had come in, we thought we were close to an
20 understanding.

21 My understanding was, actually, that what we were close to
22 was something different, which was CPR, it sounds like, was not
23 aware that DoorDash had pending arbitrations that they would
24 seek to apply the new protocol to; and they thought they were
25 being asked to create something for other arbitrations, not

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