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Attorneys for Plaintiffs
DOORDASH, INC. and GRUBHUB INC.

11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14
15 DOORDASH, INC. and GRUBHUB INC.,
16 Plaintiffs,
17 vs.
18 CITY AND COUNTY OF SAN FRANCISCO,
19 Defendant.

Case No. 3:21-cv-05502 EMC

**STIPULATION AND [PROPOSED] ORDER
STAYING CASE, VACATING CASE
MANAGEMENT DATES, AND
PROVIDING FOR EVENTUAL
DISMISSAL**

1 Pursuant to Civil Local Rules 6-2 and 7-12, Plaintiffs DoorDash, Inc. and Grubhub Inc., and
2 Defendant City and County of San Francisco (collectively, “the Parties”), hereby stipulate as follows:

3 WHEREAS, on June 28, 2022, San Francisco Supervisor Aaron Peskin introduced the
4 Ordinance attached hereto as Exhibit A (“the Ordinance”), which would amend certain provisions of
5 Article 53 of the San Francisco Police Code at issue in this action;

6 WHEREAS, Plaintiffs have decided that they are willing to dismiss the above-captioned action
7 if the Ordinance is enacted; and

8 WHEREAS, the Parties anticipate that enactment of the Ordinance may take several months in
9 the ordinary legislative process;

10 NOW, THEREFORE, in the interest of judicial economy and good cause showing, the
11 undersigned parties, by and through their counsel of record, hereby agree and stipulate, and the Court
12 hereby orders, as follows:

- 13 1. This action is hereby stayed;
- 14 2. All existing case management dates are vacated;
- 15 3. If the Ordinance is enacted, Plaintiffs shall dismiss this action, without prejudice to their
16 right to reinstate the above-captioned action (including, without limitation, the claims alleged and
17 remedies sought therein), as a result of any amendment to the Ordinance or future legislation, within
18 seven days of its effective date, each party to bear its own fees and costs;
- 19 4. If the Ordinance is not enacted, the Parties may stipulate to, or any party may file an
20 administrative motion requesting, a lifting of the stay and the establishment of new case management
21 dates.

22 The Parties respectfully request that the Court enter an Order approving this Stipulation.

23
24 IT IS SO STIPULATED.
25
26
27
28

1 Dated: July 1, 2022

2 DAVID CHIU
3 City Attorney
4 WAYNE SNODGRASS
5 JEREMY M. GOLDMAN
6 Deputy City Attorneys

7 By: Jeremy M. Goldman
8 JEREMY M. GOLDMAN
9 Attorneys for Defendant
10 CITY AND COUNTY OF SAN FRANCISCO

11 Dated: July 1, 2022

12 GIBSON, DUNN & CRUTCHER LLP

13 By: Joshua S. Lipshutz
14 Joshua S. Lipshutz
15 Michael Holecek
16 Attorneys for Plaintiffs
17 DOORDASH, INC. and GRUBHUB INC.

18 **ATTESTATION CLAUSE**

19 Pursuant to Civil Local Rule 5-1(i)(3), I hereby certify that I obtained in the filing of this
20 document the concurrence from all parties whose electronic signatures appear above.

21 Dated: July 1, 2022

22 /s/ Jeremy M. Goldman
23 JEREMY M. GOLDMAN

24 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

25 DATED: _____

26 _____
27 Hon. Edward M. Chen
28 United States District Judge

EXHIBIT A

FILE NO.

SUBSTITUTED
06/28/2022

ORDINANCE NO.

[Police Code - Third-Party Food Delivery Services]

Ordinance amending the Police Code to define core delivery service to mean a service that both lists a covered establishment on all of a third-party food delivery service's platforms, including websites and mobile applications, and facilitates and/or performs delivery of food and/or beverages from the establishment; to exempt from the 15% cap on per-order fees, starting January 31, 2023, third-party food delivery services that offer restaurants the option to obtain only core delivery service at a cost of no more than 15% of the purchase price of an online order without requiring the purchase of additional services, and that notify all covered establishments with which the third-party food delivery services have an existing contract of this option no later than December 1, 2022; and to require that contracts between a third-party food delivery service and a covered establishment clearly define the fees, commissions, or charges associated with contracted services.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Police Code is hereby amended by revising Sections 5301 (adding a defined term to be placed in alphabetical sequence with other defined terms) and 5302, to read as follows:

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