

CANADA

PROVINCE OF QUÉBEC

DISTRICT OF MONTRÉAL

No: 500-06-001220-231

SUPERIOR COURT

(Class Action)

THOMAS VAILLANCOURT

Applicant

v.

**DOORDASH TECHNOLOGIES CANADA
INC.**

Defendant

SWORN STATEMENT OF SHANE CAMP

I, Shane Camp, carrying out my occupation at 1033 W Roosevelt Way, Tempe, AZ 85288, in the City of Tempe, in the state of Arizona, in the United States of America, solemnly declare the following:

1. I am an Advanced Customer Escalations Specialist and Litigation Support Rotational Subject Matter Expert, at DoorDash, Inc., which is the parent company of DoorDash Technologies Canada Inc. (hereinafter "**DoorDash Canada**"). As such, I have personal knowledge of the facts and matters related in this sworn statement, except where stated to be based upon information and belief, in which case I believe the information to be true.
2. I understand that the Applicant Thomas Vaillancourt instituted a class action against DoorDash Canada seeking damages for allegedly incorrectly calculated sales taxes on transactions made by DashPass subscribers (the "**Class Action**").
3. I further understand that the Applicant Thomas Vaillancourt and DoorDash Canada have entered into a binding settlement in order to achieve a full and final resolution of the Class Action, and this, without any admission of wrongdoing or liability on the part of DoorDash Canada (the "**Settlement Agreement**"). All capitalized terms

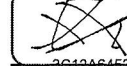
not otherwise defined in this sworn statement have the meaning ascribed to them in the Settlement Agreement.

4. On November 27, 2024, in accordance with the Pre-Approval Order dated October 17, 2024, DoorDash Canada sent the Notice to the email addresses associated with each Class Member, 323,422 in total. My colleague, Adam Eichorn, personally oversaw this email dissemination and confirmed to me the completion of the transmission of the Notice to the Class Members.
5. Further to the transmission of the Notice, I personally oversaw the administration of the emails transmitted to cansettlementsupport@doordash.com, an email alias implemented in accordance with the terms of the Pre-Approval Order to allow Class Members whose DoorDash account was no longer active to make a request to reactivate their account to redeem the Credits provided for in the Settlement Agreement.
6. Via that email alias, I received 123 inbound emails from 117 unique accounts. Of these accounts 86 are active and were already eligible to redeem the Credits provided for in the Settlement Agreement.
7. 6 were not associated with any active or inactive DoorDash Account.
8. Of the 25 remaining accounts for which reactivation was requested, 10 had been deactivated by the Class Member and 15 had been deactivated by DoorDash for suspected fraud.
9. The 10 accounts deactivated by the Class Members will be reactivated before the date on which the Credits will be made available to Class Members, and the account holders will be advised of the reactivation of their account (except for one account that had been closed by the Class Member who then created a new account - for that Class Member, eligibility to claim the Credits will be programmed on their new account).
10. The fraud team reviewed the 15 accounts that had been deactivated by DoorDash for suspected fraud and of these, they agree to reactivate 8 accounts. DoorDash cannot reactivate the remaining 7 accounts, as the review concluded that the accounts had engaged in fraudulent activity, such as claiming unjustified chargebacks, reporting unauthorized charges or making fraudulent connections to the DoorDash platform. Reactivating these accounts and allowing them to redeem Credits could result in further fraudulent activity and undermine the distribution of the Credits to the other 323,415 Class Members.

11. Based upon information provided by Class Counsel, I understand that 3 Class Members have exercised their Right of Exclusion from the Settlement Agreement.
12. If the Settlement Agreement is approved by the Court, DoorDash Canada will make the Credits available to Class Members as provided for in section 31 of the Settlement Agreement and will provide a detailed final report on the distribution of the Credit Fund as stipulated in sections 36 and 37 of the Settlement Agreement.
13. All the facts alleged herein are true.

AND I HAVE SIGNED:


Signed by:



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Shane Camp

SOLEMNLY AFFIRMED BEFORE ME
BY TECHNOLOGICAL MEANS, in
Montréal, Québec, on this 14th of
January 2025.



Commissioner of Oaths for the Province
of Québec

