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10  
11 **IN THE UNITED STATES DISTRICT COURT**  
12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**

14 YVETTE DeANDA, individually and on behalf ) Case No.: 3:19-cv-8305  
15 of a Class of similarly situated individuals, )  
16 Plaintiff, ) COMPLAINT FOR:  
17 vs. ) VIOLATIONS OF THE CLRA  
18 ) VIOLATIONS OF THE UCL  
19 ) VIOLATIONS OF THE FAL  
20 DOORDASH, INC., )  
21 Defendant. )

22 Plaintiff, Yvette DeAnda (“Plaintiff”), on behalf of herself and a class of other similarly  
23 situated consumers (defined below), brings this action against Defendant, DoorDash, Inc.  
24 (“DoorDash” or “Defendant”).

25 **NATURE OF THE ACTION**

26 1. DoorDash provides food delivery services through its website, [www.doordash.com](http://www.doordash.com),  
27 and mobile phone application, or “app,” in over 4,000 cities throughout the United States. DoorDash  
28 fulfills its orders using delivery drivers, who DoorDash characterizes as independent contractors,  
known as “Dashers.” Upon information and belief, there are tens of thousands of Dashers fulfilling  
orders placed through DoorDash.

1. Plaintiff brings this action on behalf of herself and a class of similarly situated  
individuals who were subjected to DoorDash’s unlawful and fraudulent practices of misrepresenting  
to customers the nature of the tipping options presented to consumers in connection with its delivery

1 services. Specifically, DoorDash’s platform includes an option to add a tip for Dashers. However,  
2 until September 2019, these tips were not remitted to the Dashers, and were instead pocketed by  
3 DoorDash and used to cover base pay for deliveries. DoorDash’s conduct is equally applicable to the  
4 Class and constitutes an unfair, unlawful, and fraudulent business practice in violation of the Unfair  
5 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; an unfair method of  
6 competition and unfair or deceptive practice in violation of the California Consumers Legal  
7 Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*; and false advertising in violation of the  
8 California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

8 **THE PARTIES**

9 3. Plaintiff is a consumer in San Diego, California who has suffered injury in fact and  
10 has otherwise been damaged as a result of DoorDash’s wrongful conduct. Plaintiff’s CLRA  
11 declaration is attached hereto as “Exhibit A.”

12 4. Defendant is a Delaware corporation with its headquarters and principal place of  
13 business located at 901 Market Street, Suite 600, San Francisco, California.

13 **JURISDICTION AND VENUE**

14 5. This Court has subject matter jurisdiction over this action pursuant to the Class Action  
15 Fairness Act, since members of the class are citizens of states different from states in which  
16 Defendant is a citizen and because the amount in controversy exceeds \$5,000,000, exclusive of  
17 interest and costs. *See* 28 U.S.C. § 1332(d).

18 6. This Court has personal jurisdiction over Defendant because DoorDash owns,  
19 operates, and/or controls business operations in this judicial district, because its principal place of  
20 business is located within this judicial district, and because it does business throughout this judicial  
21 district.

22 7. Venue properly lies in this district because a substantial part of the acts giving rise to  
23 Plaintiff’s claims occurred in this district, and because Defendant is headquartered in this district and  
24 has conducted substantial business in this judicial district.

25 8. The deceptive practices alleged in this Complaint were conceived, reviewed,  
26 approved, and otherwise controlled from Defendant’s headquarters in San Francisco, California.

26 **FACTUAL BACKGROUND**

27 9. DoorDash allows consumers to order and pay for food delivery service from  
28

1 participating restaurants electronically through its website, www.doordash.com, and from its mobile  
2 app. Payment for delivery service and any tips added by consumers through the app or website are  
3 made from consumers' credit card accounts after the consumer has entered their card information on  
4 the website or app.

5 10. Pursuant to the terms of the agreement between DoorDash and its Dashers, Dashers  
6 are to receive a "minimum guaranteed payment" from DoorDash for each delivery the Dasher  
7 completes.

8 11. On its website and app, DoorDash offers consumers the option to include a gratuity for  
9 Dashers.

10 12. Prior to a recent policy change implemented by DoorDash, when a consumer opted to  
11 leave a tip for a Dasher, however, DoorDash did not remit the full amount of this money to the  
12 Dasher in addition to the minimum guaranteed payment. Instead, DoorDash used that money to  
13 offset its monetary obligations to the Dasher such that the gratuity that a consumer intended to go  
14 directly to the Dasher instead inured to the benefit of DoorDash.

15 13. For example, if a Dasher made a delivery that had a guaranteed minimum payment of  
16 \$3.00 and the consumer opted not to give the Dasher a gratuity, the Dasher received \$3.00, all of  
17 which came from DoorDash. In the same situation, if a consumer opted to tip the Dasher \$1.00, with  
18 the intention of giving that additional money to the Dasher for the services he or she provided, the  
19 Dasher still received \$3.00 (rather than the \$3.00 plus the \$1.00 tip) and DoorDash used the tip to  
20 reduce its financial obligation to the Dasher from \$3.00 to \$2.00.

21 14. DoorDash's representation that the optional payment was a "tip" added to the cost of  
22 the order and delivery was false, misleading, and likely to deceive members of the public. The term  
23 "tip" suggests an amount paid to the Dasher for service that is distinct from the cost of the order and  
24 delivery fee. Otherwise, there is no reason to distinguish between the delivery fee and the tip, a  
25 distinction that DoorDash explicitly made. By retaining consumer tips and using them to pay  
26 Dashers the minimum guaranteed amount, DoorDash misrepresented (a) the nature of its services, (b)  
27 how it handled consumers' money, and (c) charged an undisclosed fee.  
28

1           15. DoorDash’s practices have recently been reported on by, *inter alia*, the New York  
2 Times<sup>1</sup> and the Washington Post.<sup>2</sup> In a July 21, 2019 article, New York Times reporter Andy  
3 Newman (“Newman”) recounted his experience as a Dasher for DoorDash. He reported that  
4 DoorDash offers Dashers a guaranteed minimum payment for each job. For Newman’s first delivery,  
5 the guaranteed minimum payment was \$6.85. The customer to whom he made the delivery left a  
6 \$3.00 tip via the DoorDash app, but Newman still only received \$6.85 as DoorDash used the tip  
7 intended for him to offset its guaranteed minimum payment to Mr. Newman.

8           16. The Washington Post article, published on July 24, 2019, discussed DoorDash’s stated  
9 intention to revise its tipping policy. The article quoted July 23, 2019 tweets from DoorDash CEO,  
10 Tony Xu (“Xu”), which expressed DoorDash’s intention to change its payment model to “ensure that  
11 Dashers’ earnings will increase by the exact amount a customer tips on every order.” The  
12 Washington Post article also quoted Rachel Lauter, executive director of the labor organization  
13 Working Washington, who said that DoorDash “has been swiping customer tips since they first  
14 deployed their deceptive pay model in 2017,” and that the company needs to explain how it will  
15 ensure those two years of tips are “accounted for and redistributed to the workers who should have  
16 received them in the first place,” as the customer intended.

17           17. Despite Xu’s July 23, 2019 promise that specific details regarding DoorDash’s policy  
18 changes would be revealed “in the coming days,” there was no further word on the matter until an  
19 August 22, 2019 blog post by Xu, entitled “Working to Strike a Better Balance.”<sup>3</sup>

20           18. In the blog post, Xu stated that he was sharing more details about “changes [DoorDash  
21 is] making to how earning and tipping will work on DoorDash.” Xu indicated that the  
22 “improvements” would be rolled out in September 2019. Under the new model, Xu promised that,  
23 unlike in the then-current model, “[e]very dollar customers tip will be an extra dollar in their  
24 Dasher’s pocket.” Xu further wrote that DoorDash would be guided by several key principles,  
25 including the principle that “[e]very customer should feel like their tip matters.” Xu further stated  
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27 <sup>1</sup> See *My Frantic Life as a Cab-Dodging, Tip Chasing Food App Deliveryman*, N.Y. TIMES (July 21,  
28 2019), available at <https://www.nytimes.com/2019/07/21/nyregion/doordash-ubereats-food-app-delivery-bike.html>.

<sup>2</sup> See *DoorDash to change its controversial tipping policy after outcry*, WASH. POST (July 24, 2019),  
available at <https://www.washingtonpost.com/business/2019/07/24/doordash-change-its-controversial-tipping-policy-after-outcry/>.

<sup>3</sup> Tony Xu, *Working to Strike a Better Balance*, DOORDASH (Aug. 22, 2019), available at <https://blog.doordash.com/working-to-strike-a-better-balance-e1f66c76fca1>.

1 that “[u]nder our old model, DoorDash would boost pay if a customer left little or no tip. Although  
2 boost pay was intended to help Dashers, we recognize that it also had the unintended effect of making  
3 some customers feel like their tips didn’t matter. Under our new model, every dollar a customer tips  
4 will be an extra dollar in their Dasher’s pocket. If you leave a \$3 tip on your order, your Dasher will  
5 earn an extra \$3.”

6 19. Xu’s blog post is disingenuous and misleading. First, DoorDash did not boost pay to  
7 help Dashers when a customer chose not to tip them – the pay the Dashers received remained the  
8 same, regardless of the tip. Instead, when a customer left a tip, rather than paying that tip to the  
9 Dasher, as the customer intended, DoorDash used the tip to offset its financial obligation to the  
10 Dasher. Second, the problem was not that customers felt “like their tips didn’t matter.” Rather, the  
11 problem was that DoorDash took the customers’ money, which customers intended to inure to the  
12 benefit of the Dasher and used it for its own benefit instead.

13 20. Although DoorDash claims to have changed its payment policy as of September 24,  
14 2019 and now purportedly ensures that Dashers receive the entire amount of any customer-provided  
15 tip, it has nonetheless indicated that it will not voluntarily pay Dashers back pay for the tips it  
16 withheld from them for the last two years.<sup>4</sup> In addition, DoorDash has not provided any signal that it  
17 intends to compensate consumers who paid tips that DoorDash used to pay the minimum guaranteed  
18 payment. As a result, DoorDash will retain the enormous amounts of funds, intended for Dashers,  
19 that it took from consumers and used for its own benefit.

20 **A. DoorDash’s Representations About Dashers’ Payment**

21 21. When consumers paid for their orders under the previous tipping policy, DoorDash  
22 provided no indication that Dashers would not receive the entirety of any selected tip. During the  
23 process of confirming a delivery order, consumers were provided the option of including a “Dasher  
24 Tip,” and the DoorDash platform offered suggested tips in various amounts and also permitted  
25 consumers to submit “custom” tips to Dashers in an amount chosen by the customer. DoorDash did  
26 not provide any further information about its tipping policy as consumers confirmed and completed  
27 their orders.

28 <sup>4</sup> See Megan Rose Dickey, *Despite tipping policy changes, DoorDash says back pay is not “at issue here”*, TECHCRUNCH (Sept. 13, 2019), available at <https://techcrunch.com/2019/09/13/despite-tipping-policy-changes-doordash-says-back-pay-is-not-at-issue-here/>.

1           22.       Instead of disclosing its policy, DoorDash included a small enclosed “i,” whether the  
2 order was placed via its website or mobile app, which, if and only if it is clicked, directed a consumer  
3 to a webpage entitled, “How Is Your Dasher Paid?”<sup>5</sup> Prior to the policy change implemented on  
4 September 24, 2019, this page failed to make clear to consumers that Dashers were not receiving the  
entirety of any selected tip amount.

5           23.       Even if a consumer happened to click on the encircled “i,” the notice would not have  
6 clearly informed the consumer that in most cases, any selected tip amount simply offset DoorDash’s  
7 guaranteed minimum payments and failed to provide extra compensation to the Dasher, for whom the  
8 entire tip amount was intended.

9           24.       DoorDash did address its payment model in a prior version of its FAQ webpage,  
10 which was not immediately accessible at the point of purchase, but even its representations on the  
11 page were confusing and misleading. Among other things, through this FAQ page, DoorDash  
12 encouraged consumers to tip, but did not disclose that consumers’ tips would typically fail to increase  
13 the Dashers’ pay for the vast majority of deliveries. For example, in answering a hypothetical  
question, “Should I tip my Dasher?,” DoorDash offered the following response:

14           In general, we recommend you tip your Dasher and *Dashers always receive 100%*  
15 *of tips.*

16           Dashers are independent contractors who work hard to provide you with a great  
17 delivery experience. We encourage you to tip an amount that you believe is fair to  
18 thank your Dasher. Standard tipping ranges are similar to those of the broader  
19 service industry. We provide a suggested tip amount, though you’re welcome to  
adjust the percentage or specify the exact dollar amount you’d like to leave for your  
Dasher.

20           Here’s how Dasher pay is calculated. Dashers are shown a guaranteed amount that  
21 they will earn when they are offered a delivery. In addition to 100% of the tip,  
22 Dashers will always receive at least \$1 from DoorDash. Where the sum of \$1 plus  
23 tip is less than the guaranteed amount, DoorDash will provide a pay boost to make  
sure the Dasher receives the guaranteed amount. Where that sum is more than the  
guaranteed amount, the Dasher keeps the extra amount.

24 (emphasis added).

25  
26  
27 <sup>5</sup> See *How Is Your Dasher Paid?*, DOORDASH (accessed Nov. 27, 2019)  
28 [https://help.doordash.com/consumers/s/article/How-do-Dasher-earningswork?](https://help.doordash.com/consumers/s/article/How-do-Dasher-earningswork?language=en_US)  
[language=en\\_US](https://help.doordash.com/consumers/s/article/How-do-Dasher-earningswork?language=en_US).

1           25. In addition to the fact that this information was not clearly relayed to consumers at the  
2 point of purchase, DoorDash’s response to this FAQ was ambiguous, confusing, and misleading.  
3 DoorDash encouraged consumers to tip and represented that Dashers always receive 100% of tips  
4 with full knowledge that, in most instances, DoorDash would actually receive the entire benefit of  
5 any selected tip. A reasonable consumer would understand and expect, based on DoorDash’s  
6 representations, that tips would be provided directly to Dashers *in addition to* any payment made to  
7 them by DoorDash. Instead, consumers’ tips were utilized to reduce DoorDash’s labor costs.

8           26. If DoorDash clearly disclosed its Dasher payment model to consumers, they would  
9 have opted against adding a tip rather than help subsidize the payments DoorDash owed to its  
10 Dashers.

11                   **B. Plaintiff’s Experiences**

12           27. On August 7, 2019, Plaintiff placed an order through the DoorDash app for food  
13 delivery from Pita Pit. The delivery address was 110 Plaza, 110 A St., San Diego, CA 92101. The  
14 total cost for the food, including tax, was \$24.74. Plaintiff was charged a “Service fee” of \$2.30 and  
15 added a “Dasher tip” in the amount of \$2.00.

16           28. Upon information and belief, based upon DoorDash’s policy in effect on August 7,  
17 2019, part or all of the tip that Plaintiff intended to be paid to the Dasher was, instead, used by  
18 DoorDash to subsidize part of the guaranteed minimum payment it owed to the Dasher for that  
19 delivery.<sup>6</sup>

20           29. On August 10, 2019, Plaintiff placed an order through the DoorDash app for food  
21 delivery from Pita Pit. The delivery address was 110 Plaza, 110 A St., San Diego, CA 92101. The  
22 total cost for the food, including tax, was \$21.39. Plaintiff was charged a “Service fee” of \$1.99, a  
23 “Delivery fee” of \$1.99 and added a “Dasher tip” in the amount of \$2.00.

24           30. Upon information and belief, based upon DoorDash’s policy in effect on August 10,  
25 2019, part or all of the tip that Plaintiff intended to be paid to the Dasher was, instead, used by  
26 DoorDash to subsidize part of the guaranteed minimum payment it owed to the Dasher for that  
27 delivery.<sup>7</sup>

28           31. On August 16, 2019, Plaintiff placed an order through the DoorDash app for food  
delivery from Pita Pit. The delivery address was 110 Plaza, 110 A St., San Diego, CA 92101. The

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<sup>6</sup> A true and correct copy of the DoorDash receipt for the order is attached hereto as Exhibit “B.”

<sup>7</sup> A true and correct copy of the DoorDash receipt for the order is attached hereto as Exhibit “C.”

1 total cost for the food, including tax, was \$18.71. Plaintiff was charged a “Service fee” of \$1.74, a  
2 “Delivery fee” of \$1.99 and added a “Dasher tip” in the amount of \$2.00.

3 32. Upon information and belief, based upon DoorDash’s policy in effect on August 16,  
4 2019, part or all of the tip that Plaintiff intended to be paid to the Dasher was, instead, used by  
5 DoorDash to subsidize part of the guaranteed minimum payment it owed to the Dasher for that  
6 delivery.<sup>8</sup>

7 33. On August 24, 2019, Plaintiff placed an order through the DoorDash app for food  
8 delivery from Karina’s Ceviches & More. The delivery address was 110 Plaza, 110 A St., San  
9 Diego, CA 92101. The total cost for the food, including tax, was \$31.03. Plaintiff was charged a  
10 “Service fee” of \$2.88, a “Delivery fee” of \$1.99, and added a “Dasher tip” in the amount of \$1.50.  
11 Although the new Dasher payment policy change was announced via blog post on August 22, 2019,  
12 the policy did not take effect until September 24, 2019.

13 34. As a result, based upon DoorDash’s policy in effect on August 24, 2019, part or all of  
14 the tip that Plaintiff intended to be paid to the Dasher was, instead, used by DoorDash to subsidize  
15 part of the guaranteed minimum payment it owed to the Dasher for that delivery.<sup>9</sup>

16 35. Plaintiff was thus misled and proximately caused to pay more for food delivery service  
17 than she would have had she known that the tip would not go to the Dasher and would instead be  
18 taken by DoorDash. But for the misrepresentations by DoorDash, Plaintiff would not have paid the  
19 selected tips which she paid via DoorDash’s platform.

### 20 CLASS ACTION ALLEGATIONS

21 36. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(a),  
22 23(b)(1), 23(b)(2), and 23(b)(3) on behalf of herself and the following class (“Class”):

23 **Class:** All individuals in the United States who arranged for food delivery  
24 through DoorDash’s platform and paid any amount that was designated or  
25 otherwise represented, in whole or in part, as a gratuity or tip prior to  
26 September 24, 2019.

27 Specifically excluded from the Class are, Defendant, including its officers,  
28 directors and employees and members of their immediate family, and the  
Judge to whom this case is assigned and his or her immediate family.

<sup>8</sup> A true and correct copy of the DoorDash receipt for the order is attached hereto as Exhibit “D.”

<sup>9</sup> A true and correct copy of the DoorDash receipt for the order is attached hereto as Exhibit “E.”



1 Plaintiff reserves the right to modify the Class definition as discovery and/or  
2 further investigation so warrant.

3 37. This action has been brought and may properly be maintained as a class action as  
4 Plaintiff and the Class satisfy all requirements for maintaining this action as a class action.  
5 The number of members in the Class is so numerous as to render joinder impracticable. The exact  
6 number of Class members is unknown at this time but can be determined through Defendant's  
7 records. Plaintiff believes there are thousands, if not tens of thousands, of Class members.

8 38. There are questions of law and fact common to the Class that predominate over any  
9 individual issues, including:

- 10 a. Whether DoorDash represented on its app and website that the customer tips  
11 would be remitted to Dashers;
- 12 b. Whether DoorDash failed to disclose to consumers that money the consumers  
13 intended to be paid to Dashers as a gratuity was actually used to offset  
14 DoorDash's financial obligations;
- 15 c. Whether DoorDash kept or otherwise failed to remit the full portion of the  
16 amount that was represented as a tip to Dashers;
- 17 d. Whether DoorDash's conduct violated the CLRA;
- 18 e. Whether DoorDash's conduct violated the UCL;
- 19 f. Whether DoorDash's conduct violated the FAL;
- 20 g. Whether Plaintiff and members of the Class have suffered injury in fact or  
21 otherwise been damaged as a result of DoorDash's conduct;
- 22 h. Whether Plaintiff and members of the Class and the public are entitled to  
23 injunctive relief restraining DoorDash from reverting to its previous policies;  
24 and
- 25 i. Whether Plaintiff and members of the Class and the public are entitled to  
26 injunctive relief in the form of corrective advertising from DoorDash advising  
27 the general public of its previous policy regarding tipping and the changes in  
28 the policy.

39. Plaintiff's claims are typical of the claims of the proposed Class, as all Class members  
were similarly affected by Defendant's conduct described in this Complaint.

1 40. Plaintiff will fairly and adequately represent and protect the interests of the proposed  
2 Class. Plaintiff does not have any interests antagonistic to those of the Class. Plaintiff has retained  
3 competent counsel experienced in the prosecution of this type of litigation.

4 41. A class action is superior to all other available methods for the fair and efficient  
5 adjudication of this lawsuit, because the expense and burden of individual litigation would make it  
6 difficult or impossible for individual members of the Class to redress the wrongs done to them. The  
7 likelihood of individual Class members prosecuting their own separate claims is remote, and, even if  
8 every Class member could afford individual litigation, the court system would be unduly burdened by  
9 individual litigation of such cases. Individualized litigation would also present the potential for  
10 varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all the  
11 parties and to the court system because of multiple trials of the same factual and legal issues.  
12 Plaintiff knows of no difficulty to be encountered in the management of this action that would  
13 preclude its maintenance as a class action. Therefore, class certification is appropriate under Rule  
14 23(b)(3).

15 42. Class certification is also appropriate under Rule 23(b)(1) because the prosecution  
16 of separate actions by individual members of the Class would create a risk of adjudications with  
17 respect to individual Class members that would, as a practical matter, be dispositive of the  
18 interests of the other members not parties to this adjudication and/or substantially impair their  
19 ability to protect these interests.

20 43. Class certification is also appropriate under Rule 23(b)(2) because Defendant has  
21 acted on grounds generally applicable to the Class, thereby making final injunctive relief or  
22 corresponding declaratory relief appropriate for the Class.

23 **COUNT I**  
24 **VIOLATION OF THE CLRA**  
25 **(Cal. Civ. Code §§ 1750, *et seq.*)**

26 44. Plaintiff incorporates by reference the allegations of all foregoing paragraphs as if  
27 such had been set forth in full herein.

28 45. The CLRA prohibits unfair methods of competition and unfair or “deceptive acts or  
practices undertaken by any person in a transaction intended to result or which results in the sale or  
lease of goods or services to any consumer.” Cal Civ. Code § 1770.

46. Plaintiff is a “consumer” as defined by Cal. Civil Code §1761(d) and DoorDash’s food  
delivery service is a “service” within the meaning of the CLRA.

1           47. Defendant engaged in unfair and deceptive acts in violation of the CLRA by  
2           perpetrating the practices described above, and by knowingly and intentionally misleading consumers  
3           to believe that the entirety of the tips they provided would exclusively benefit the Dashers, rather than  
4           inure to the benefit of DoorDash, allowing it to subsidize Dashers' payments. These acts and  
5           practices violate, at a minimum, the following sections of the CLRA:

- 6           (a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits  
7           or quantities which they do not have, or that a person has a sponsorship, approval,  
8           status, affiliation or connection which he or she does not have;  
9           (a)(9) Advertising goods and services with the intent not to sell them as advertised;  
10           (a)(14) Representing that its transactions with consumers involved rights and obligations  
11           regarding the payment of a gratuity which, in fact, they did not have or involve; and  
12           (a)(16) Representing that the subject of a transaction has been supplied in accordance with a  
13           previous representation when it was not.

14           48. By engaging in the foregoing unfair or deceptive conduct, Defendant has actively  
15           concealed and failed to disclose material facts about the true nature of charges made to consumers in  
16           connection with its services.

17           49. The representations and omissions set forth above are material facts that a  
18           reasonable consumer would have considered important in deciding whether to purchase and pay for  
19           Defendant's services.

20           50. Plaintiff and Class members justifiably acted or relied upon, to their detriment, the  
21           misrepresentations and omissions set forth above in using and paying for Defendant's services.  
22           Defendant's acts were intended to be deceptive and/or fraudulent.

23           51. As a direct and proximate cause of Defendant's violations of the CLRA, Plaintiff  
24           and Class members suffered an injury in fact and have suffered monetary harm in that they spent  
25           money that they otherwise would have saved but for Defendant's acts of unfair competition and  
26           deceptive practices.

27           52. Pursuant to Cal Civ. Code § 1782, Plaintiff served Defendant with a letter on October  
28           31, 2019, notifying Defendant of its violations of the CLRA and seeking that Defendant (1)  
          immediately return to consumers any and all gratuities paid through DoorDash's platform (whether  
          the orders were placed on DoorDash's website or app) which were retained by DoorDash rather than  
          provided to Dashers, and (2) cease and desist from the unlawful conduct described herein. Defendant

1 failed to offer an appropriate remedy to cure the foregoing CLRA violations within thirty (30) days  
2 after receipt of Plaintiff's notice letter.

3 53. As a result, Plaintiff seeks all available damages for the aforementioned violations of  
4 the CLRA, including restitution for the money paid as tips on DoorDash's platform that Plaintiff and  
5 members of the Class would not have paid but for Defendant's misrepresentations and unfair and  
6 deceptive practices.

7 54. Additionally, Plaintiff seeks all available injunctive relief, including public injunctive  
8 relief ordering DoorDash to promulgate corrective advertising advising the Class and general public  
9 about the change in DoorDash's payment policy (to the extent its payment policy has actually  
10 changed) and enjoining DoorDash from reverting to its previous, misleading policy.

11 **COUNT II**  
12 **VIOLATION OF THE UCL (UNFAIR BUSINESS PRACTICE)**  
13 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

14 55. Plaintiff incorporates by reference the allegations of all foregoing paragraphs as if  
15 such had been set forth in full herein.

16 56. The UCL prohibits unfair competition and unfair, unlawful or fraudulent business  
17 practices.

18 57. Plaintiff and Defendants are each "person(s)" within the meaning of California's UCL  
19 (Cal. Bus. & Prof. Code §§ 17200 *et seq.*).

20 58. Cal. Bus & Prof. Code § 17204 authorizes a private right of action on both an  
21 individual and a representative basis and confers standing to prosecute actions for relief not only on  
22 certain public enforcement officials, but on private individuals—*i.e.*, "any person acting for the  
23 interests of itself, its members or the general public."

24 59. Thus, a private plaintiff who has suffered a financial injury may sue to obtain relief for  
25 others comprising the general public.

26 60. Defendant has engaged in unfair competition and unfair, unlawful or fraudulent  
27 business practices by perpetrating the conduct, statements, and omissions described above, and by  
28 knowingly and intentionally misrepresenting tips as gratuities paid to Dashers, when the tips were  
instead retained by Defendant and used to cover base pay for its Dashers.

61. These acts and practices have deceived Plaintiff and were likely to deceive the public.



**PRAYER FOR RELIEF**

1  
2 WHEREFORE, Plaintiff, on behalf of herself and members of the Class, respectfully requests  
3 that this Court:

- 4 a. issue public injunctive relief, on behalf of and/or for the benefit of the general public,  
5 to protect and enforce important public rights and restrain conduct injurious to the  
6 public;  
7 b. determine that the claims alleged herein may be maintained as a class action and issue  
8 an order certifying the Class as defined above;  
9 c. appoint Plaintiff as the representative of the Class and her counsel as Class  
10 counsel;  
11 d. award all actual, general, special, incidental, statutory, punitive, treble and  
12 consequential damages to which Plaintiff and Class members are entitled;  
13 e. award pre-judgment and post-judgment interest on such monetary relief;  
14 award reasonable attorneys' fees and costs; and  
15 f. grant such further relief that this Court deems appropriate.

**JURY DEMAND**

16 Plaintiff demands a jury trial on all issues so triable.

17 Dated: December 19, 2019

Respectfully submitted,

**SHEPHERD, FINKELMAN, MILLER  
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