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**IN THE UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

LONA'S LIL EATS, LLC, on its own )  
 behalf and on behalf of all others similarly )  
 situated, )

Plaintiff, )

v. )

DOORDASH, INC., )

Defendant. )

Case No.: 20-cv-6703

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT FOR  
 DAMAGES AND INJUNCTIVE  
 RELIEF FOR:**

**1. FALSE ADVERTISING (Lanham  
 Act § 43(a) (15 U.S.C. § 1125(a)))**

**2. VIOLATION OF CALIFORNIA  
 FALSE ADVERTISING LAW  
 (California Business & Professions**

) Code §§ 17500, *et seq.*)

)

) **3. VIOLATION OF CALIFORNIA**

) **UNFAIR COMPETITION LAW**

) **(California Business & Professions**

) **Code §§ 17200, *et seq.*)**

)

1. This matter stems from Defendant DoorDash, Inc.’s (“DoorDash”) unfair, deceptive, and anticompetitive practice regarding the manner in which it displays information about businesses with whom it does not have an agreement to provide service.

2. Defendant is in the business of facilitating delivery services for restaurants via its websites and mobile apps. After a customer places an order for food from a restaurant using Defendant’s service, Defendant will engage someone from their network of drivers to go to the restaurant, pick it up, and deliver it to the consumer.

3. Defendant has engaged in a pattern of behavior whereby customers are deceptively steered away from restaurants with whom DoorDash does not have a relationship by DoorDash’s practice of affirmatively representing to consumers that those restaurants are closed, cannot deliver to them, or are not accepting orders at the time.

### **PARTIES**

4. Plaintiff Lona’s Lil Eats, LLC (“Lona’s”) is a Missouri limited liability company that maintains its principal place of business in St. Louis City, Missouri.

5. Defendant DoorDash, Inc. (“DoorDash” or “Defendant”) is a Delaware corporation with its principal place of business located at 303 2<sup>nd</sup> Street, South Tower, Ste 800, San Francisco, CA 94107. Defendant is in the business of facilitating delivery services for restaurants.

### **JURISDICTION**

6. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 in that this cause of action arises under certain federal statutes, in particular the Lanham Act, 15 U.S.C. § 1125(a). This Court also has supplemental jurisdiction over the state law claims arising out of the same conduct that forms the case and controversy at issue pursuant to 28 U.S.C.

1 § 1367.

2 **INTRADISTRICT ASSIGNMENT**

3 7. Defendant maintains its headquarters at 303 2nd Street, South Tower, Ste 800, San  
4 Francisco, CA 94107 and a substantial portion of the conduct at issue originated at that location,  
5 which is in the San Francisco division of this Court.

6 **VENUE**

7 8. Venue is proper in this district in that Defendant maintains its headquarters in this  
8 District, and upon information and belief, the decision-making that led to the conduct at issue in  
9 this litigation occurred in this District.

10 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

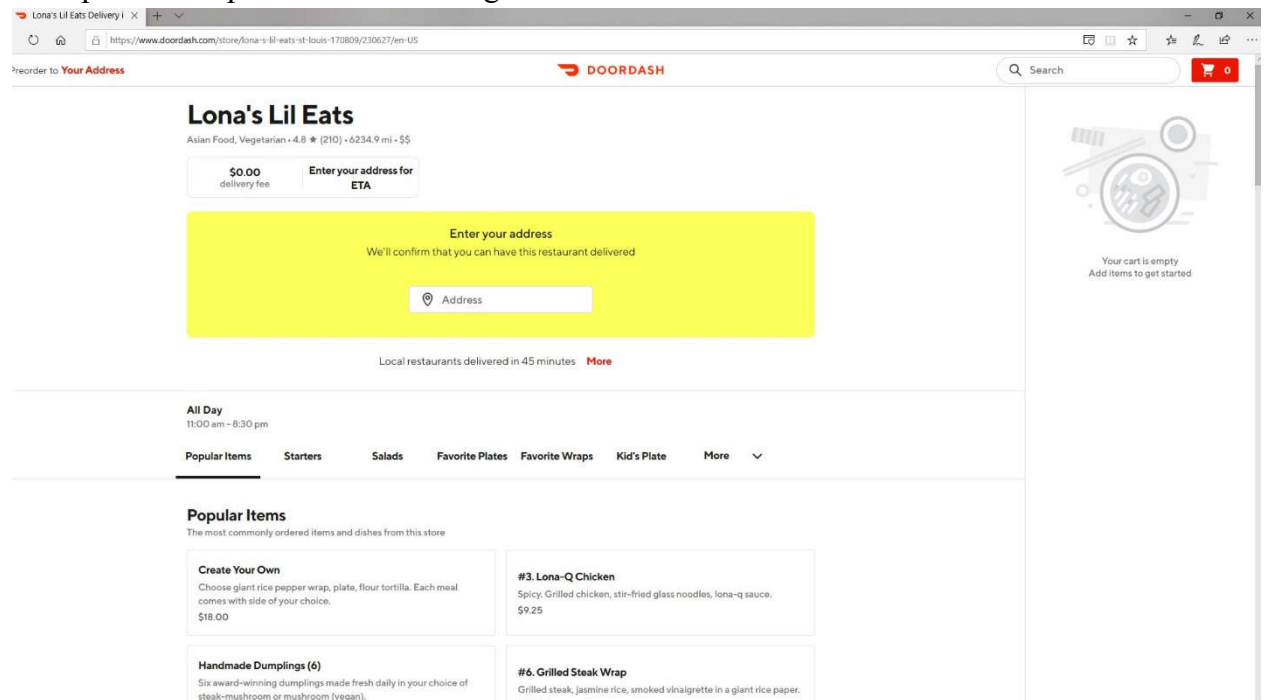
11 9. DoorDash has relationships with certain restaurants around the country (“Partner  
12 Restaurants”) where DoorDash will take online orders from consumers using DoorDash’s  
13 websites and/or mobile apps which are then relayed on to the Partner Restaurants, and then  
14 DoorDash’s drivers will pick up the orders and deliver them to the consumers. Upon information  
15 and belief, DoorDash collects payments for these orders, and then Partner Restaurants have  
16 various commissions and related fees held back from funds collected from orders in payment to  
17 DoorDash for the services that it provides.

18 10. DoorDash has developed significant market power, particularly as a result of the  
19 Covid-19 pandemic. With many restaurants unable or unwilling to offer dine-in services, many  
20 consumers have turned to DoorDash to have restaurant food delivered in lieu of eating out.

21 11. The market power is such that restaurants are put in a difficult situation: they can  
22 become Partner Restaurants and pay exorbitant fees and commissions to Defendant, or they  
23 decline to do so and risk losing out on sales.

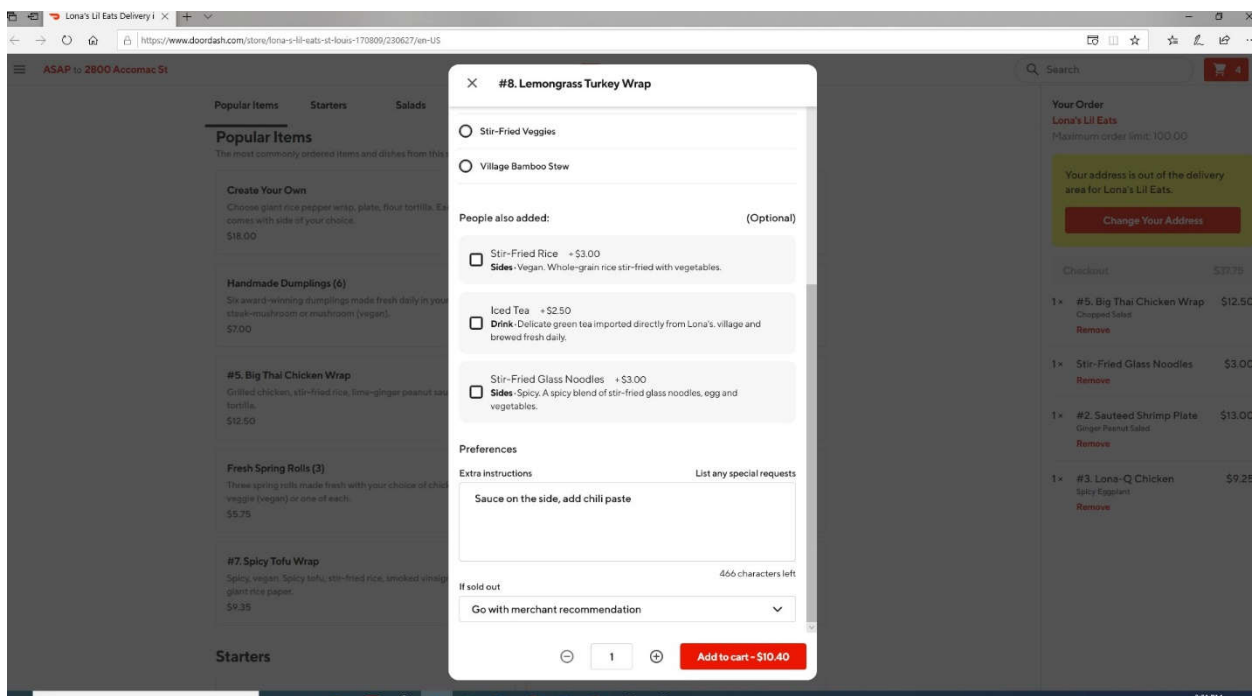
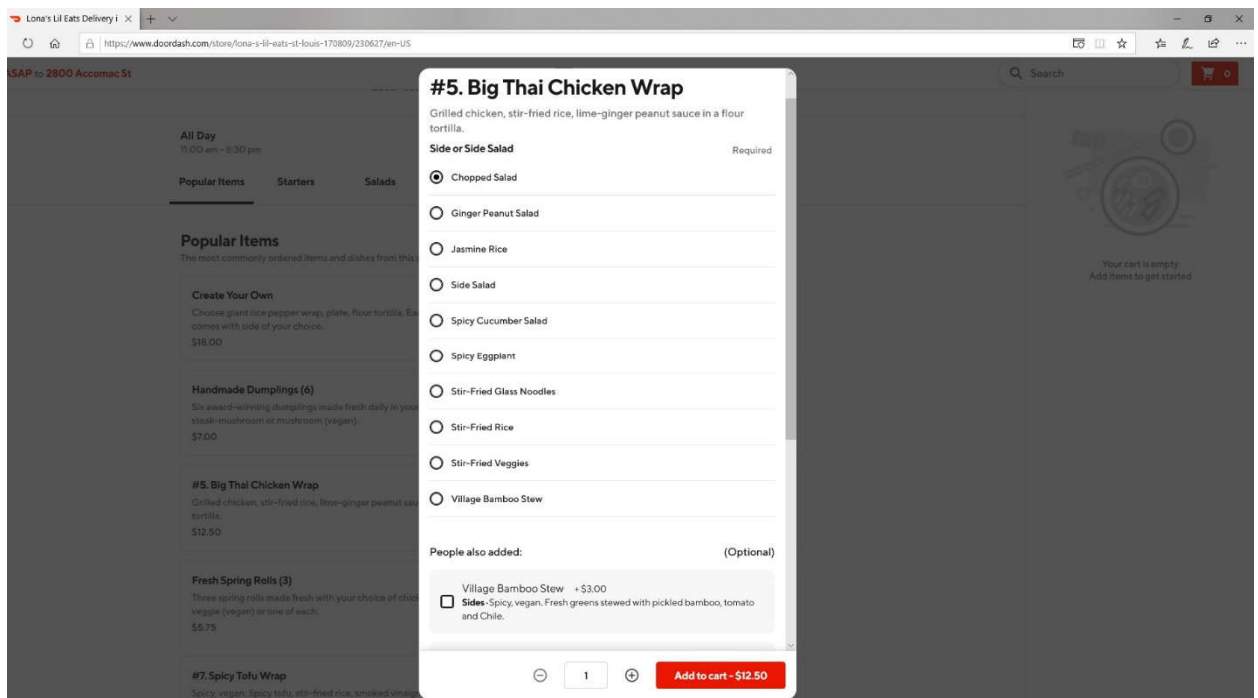
24 12. This already difficult choice is made far more difficult, however, because  
25 DoorDash publishes false and misleading information about restaurants that are not Partner  
26 Restaurants.  
27  
28

13. For example, Plaintiff is not a Partner Restaurant with DoorDash. Nevertheless, if a consumer were to search for “Lona’s Lil Eats delivery”—as a result of DoorDash’s market power and internet marketing strategies—then one of the first results that comes up is a link for Plaintiff’s restaurant on a DoorDash’s website (referred to as a “landing page”). Clicking through the link will bring a consumer to a page with DoorDash branding and the complete menu, as if it were possible to place an order through the site:<sup>1</sup>



14. DoorDash’s site will let you go through the process of placing an order, including the opportunity to customize your order, adding credibility to the idea that Lona’s has partnered with DoorDash and that placing an order is possible in the abstract:

<sup>1</sup> Images herein reflect DoorDash websites as of August 18, 2020.



15. The order, however, cannot be completed, because no matter what the user's proximity to Lona's may be, the site will say that it is "unavailable" on account of being "out of the delivery area" and "too far."

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